

Paddy-Son Development Co., Inc.

Post Office Box 2273, Myrtle Beach, South Carolina 29578-2273

843/448-2281 (O)

843/448-1607 (F)

843/222-1325 (M)

TravelHome, LLC
1405 S. Ocean Blvd

5/01/2012

1. Draw #6 - Paddy-Son	7,500.00
2. Portajohns	123.24
	<u>7,623.24</u>

Roland Paddy 5/1/12

TRAVELHOME 1405 S. OCEAN BLVD MYRTLE BEACH SC 29578-2273 1239
DATE 5/04/12 67-448/539 SC 8003

PAY TO THE ORDER OF Paddy-Son Development Co., Inc. \$ 7623.24

Seven thousand six hundred twenty three and 24/100 DOLLARS

Bank of America
ACH R/T 053904483

FOR [Signature]

00012391053904483 REDACTED

NORTH & SOUTH CAROLINA GENERAL CONTRACTORS IN AN UNLIMITED BUILDING CLASS

Elvis Service Co., Inc.

2200 EXECUTIVE AVENUE
MYRTLE BEACH, S.C. 29577
(843) 448-5016
FAX (843) 626-7002

INVOICE NUMBER:	227028
INVOICE DATE:	04/21/2012
TERMS:	NET 30 DAYS
CONTRACT NUMBER:	38531
BILLING PERIOD:	03/25/2012 TO 04/21/2012
ORDERED BY:	ROLAND
P.O. NUMBER:	
JOB NUMBER:	
SALESPERSON:	DC

CUSTOMER NUMBER - NAME - ADDRESS

0249

PADDY-SON DEVELOPMENT CO. INC.
P.O. BOX 2273
MYRTLE BEACH, SC 29578

← RENTED TO

SITE NAME - ADDRESS

1405 SOUTH OCEAN BLVD

MYRTLE BEACH, SC

DELIVERED TO →

INVOICE

Y	DESCRIPTION	PRICE	START-END BILLING	AMOUNT
2	PORTABLE TOILET-RENT UNITS: 2161, 1778	\$ 60.00	03/25/2012 TO 04/21/2012	\$ 120.00
SUB-TOTAL				\$ 120.00
STATE/LOCAL TAX				\$ 3.24
DUE THIS INVOICE				\$ 123.24

Sportsman 2 Toilets
123.24

DUE ON OR BEFORE MAY 21ST WE ACCEPT MC VISA AND DISCOVER

Paddy-Son Development Co., Inc.

Post Office Box 2273, Myrtle Beach, South Carolina 29578-2273

TravelHome 1405 LLC
1405 S. Ocean Blvd.

04/15/2012

843/448-2281 (O)

843/448-1607 (F)

843/222-1325 (M)

- | | |
|------------------------------|-------------|
| 1) Draw #5-Paddy-Son | \$ 7,500.00 |
| 2) Dan Kel | 609.00 |
| 3) Lynn Ladder & Scaffolding | 309.84 |
| 4) Elvis Welding Services | 700.00 |

\$ 9,118.84

Robert Paddy 4/15/12

TRAVELHOME 1405 LLC
1405 S. OCEAN BLVD.
MYRTLE BEACH, SC 29578-2273

1234
67-448/539 SC
8003

DATE 04/15/12

PAY TO THE ORDER OF Paddy-Son Development Co., Inc.

Nine Thousand One Hundred Eighty Dollars \$ 9,118.84

Bank of America

ACH RT 053904483

FOR

REDACTED

NORTH & SOUTH CAROLINA GENERAL CONTRACTORS IN AN UNLIMITED BUILDING CLASS



Dan-Kel Concrete Cutting,
Coring, and Scanning
P.O. Box 7127
Myrtle Beach, SC 29572

Invoice

Date	Invoice #
4/3/2012	11040

Bill To

Paddy & Son Development
728 8th Ave N
Myrtle Beach, SC 29577

PROJECT
1409 S. Ocean Blvd. Myrtle Beach, SC

P.O. No.	TERMS	REP	COMPLETED	CITY LOCATION
	Due on receipt		4/2/12	MB

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
580	Asphalt Sawing	Asphalt Sawing through 3" Asphalt	1.05	609.00

*609.00
Sportsman
cut asphalt
for landscape
beds, irrigation*

Thank you for your business.	Total	\$609.00
------------------------------	-------	----------

Interest will be charged on all sums overdue at the rate of
1/5% per month

Phone #	Fax #	E-mail	Web Site
843-449-0199	843-626-0242	dmconlon@dankelconcrete.com	dankelconcrete.com

STATEMENT OF ACCOUNT

Remit To: Lynn Ladder & Scaffolding
P.O. Box 3568
Capitol Heights MD 20791-3568

Paddy-Son Development Company Inc.
728 8th Avenue N
Myrtle Beach SC 29577

Page - 1
Date - 03/31/12
Account - 33371
Statement No - 324704

Invoice Number	Invoice Date	Remark	Open Amount	Discount Taken	Payments Received	Adjustments	Outstanding Balance Due
COMPANY: 00002 Waco Ladder & Scaffolding Co I							
R6 7593101	03/14/12	00352916 (Sales Order	225.34	.00	.00	.00	225.34
R6 7593102	03/26/12	00353999 (Sales Order	84.50	.00	.00	.00	84.50
TOTAL CURRENT BALANCE DUE							309.84

ACCOUNT AGING

Current	1 - 30	31 - 60	61 - 90	91 - 120	Over 120
.00	309.84	.00	.00	.00	.00

[Handwritten signature]
225.34
84.50
309.84

LYNN LADDER AND SCAFFOLDING

4908 HIGHWAY 501, MYRTLE BEACH, SC 29579

REMIT TO:

P.O. BOX 3568

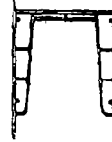
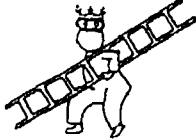
CAPITOL HEIGHTS, MD 20791-3568

(843) 349-1300

Fax No. (843) 349-1304

D-U-N-S NO.

15 - 021 - 8154



Page Number-

Billing #

Job Register #

353999

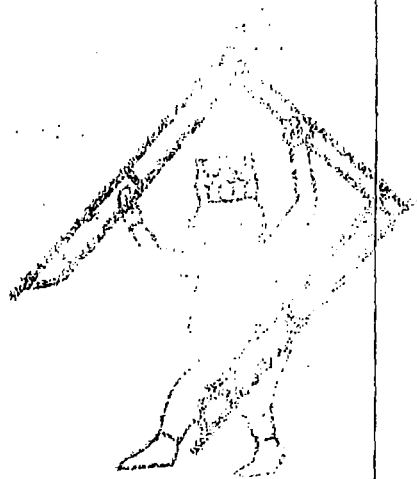
75931

S Paddy-Son Development Company Inc.
O 728 8th Avenue N
L Myrtle Beach SC 29577
D
T
O

J Paddy-Son Development Company I
O Travelhome 1405 LLC
B 1405 S Ocean Blvd
L Myrtle Beach SC 29577
O
C

CUSTOMER NO.	CYCLE	YOUR P.O. NO.	SHIP	INVOICE NO.	INVOICE DATE	TERMS
33371		Date		7593102 R6	03/26/12	Net 30 Days

QUANTITY SHIPPED	CATALOG NO.	DESCRIPTION	RENTAL PERIOD	AMOUNT
35	SGRP	256754.SN SLAB GUARD RAIL POST Wounded Warriors A Non-Profit Organization Helping Our Wounded www.woundedwarriors.org	03/12/12 - 03/29/12	78.24



THE SCAFFOLD AND

*Guard rail post
Postman
8 x 50*

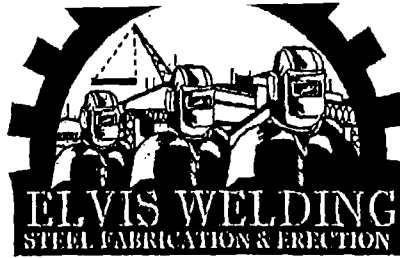
IF PAYMENT IS MADE WITHIN OUR TERMS	STATE SALES TAX	PAY THIS AMOUNT
DEDUCT	SC 1026	84.30

A SERVICE CHARGE of 1 1/2% an ANNUAL PERCENTAGE RATE of 18% will be added to the amount due.

3824 Business Street
Myrtle Beach, SC 29579

Voice: 843-236-6118

Fax: 843-236-6119



INVOICE

Invoice Number: 832

Invoice Date: Mar 20, 2012

Page: 1

Bill To: Paddy-Son Development PO Box 2273 Myrtle Beach, SC 29578

Notes:

Customer Ref. Number	Customer PO #	Payment Terms	
		Net 30 Days	
		Ship Date	Due Date
			4/19/12

Qty	Item	Unit Price	Amount	Job ID
7.00	Labor Charged	100.00	700.00	
7 hours 2 men @ Sportsman Hotel				

Sportsman
700.00
welding + repairs to
2 - circular stairs

Subtotal	700.00
Sales Tax	
Total Invoice Amount	700.00
Payment/Credit Applied	
TOTAL	700.00

www.ElvisWelding.com

866012 (8/10)

CITY OF MYRTLE BEACH

Original Copy
PAYMENT DATE/TIME: 3/28/2012 15:57
RECEIPT# . . . : 120111007

STATION.: DESK CASHIER.: BMCDUGALL
RECEIVED FROM: PADDY-SON DEVELOPMENT CO INC.

Permit Pmt#: B 0120259 1804.37

CHECK 5111 1804.37

Building permit 369.37
Irrigation meter 1435.80
1804.37

PADDY-SON DEVELOPMENT CO., INC.

5111

City of Myrtle Beach
Permit 369.37
Irrigation 1435.80

3/28/12
1804.37
5111

First In Service

INSPECTIONS
CALL 918-1111

CITY OF
MYRTLE BEACH, SOUTH CAROLINA
BUILDING PERMIT

ISSUED TO:
SPORTSMAN MOTOR INN

Flood Zone VE18
PERMIT # B 120259
DATE: 3/28/2012

CONTRACTOR:
PADDY-SON DEVELOPMENT CO INC
P O BOX 2273
MYRTLE BEACH SC29578

ADDRESS: 1405 S OCEAN BLVD
TMS#: 1870106014 ZONE: TA80 FLOOD ZONE: VE18
NATURE OF WORK: BUILDING PERMIT Railings & Painting
SET BACKS: PHONE: 843-448-2281
F: B: S: SS:

INSPECTION RECORD

INSPECTED FOR	O.K.	HOLD UP	DATE	INSPECTOR
LAYOUT	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FOUNDATION	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
PLUMBING UNDER SLAB	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
ROUGH PLUMBING	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FRAMING & FIREWALLS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
INSULATION	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
ROUGH H.V.A.C	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
ROUGH FIREPLACE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
ROUGH ELECTRICAL	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
SEWER TAP	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FINAL BUILDING	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FINAL PLUMBING	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FINAL H.V.A.C.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FINAL ELECTRICAL	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FINAL LANDSCAPING	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

ISSUED BY: 

THIS PERMIT, WITH A SET OF PLANS, AND A SUB CONTRACTOR ROSTER CARD, MUST BE VISIBLE FROM STREET DURING THE ENTIRE PERIOD OF CONSTRUCTION. POST BOTH PERMIT AND ROSTER IN A WEATHER TIGHT HOLDER CONSPICUOUSLY LOCATED IN FRONT OF THE CONSTRUCTION SITE.

ALL ELEVATIONS, IN RELATION TO MEAN SEA LEVEL, AS SHOWN ON APPROVED PLANS MAY NOT BE CHANGED WITHOUT PRIOR APPROVAL FROM CONSTRUCTION SERVICES DEPARTMENT.

City of
MYRTLE BEACH

SOUTH CAROLINA

SUB-CONTRACTOR'S ROSTER CARD

ISSUED TO Apotoman Motor Inn

JOB LOCATION 1405 So. Ocean Blvd

PERMIT NO. B120259 Date 3/28/12

GEN CONTRACTOR/RES BUILDER Paddy-Son Development

TRADE	CONTRACTOR	CITY LICENSE	PHONE NUMBER
FOUNDATION			
SPRINKLER (YARD)			
CONCRETE			
MASONRY			
STEEL			
RAILINGS			
FRAME			
SHEETROCK			
INSULATION			
CABINETS			
ROOF			
GLASS			
PAINT			
WALLPAPER			
PLUMBING			
HEAT & AIR			
ELECTRIC			
ALARM SYSTEMS			
SPRINKLER (BLDG)			
ELEVATOR			
EQUIPMENT			
DRIVEWAY			
PAVERS			
FENCE			
OTHER			

Sportsman
Motor Inn

CITY OF MYRTLE BEACH
BUILDING PERMIT APPLICATION

HS2899

Location of Project 1405 S. Ocean Blvd.		Building Use Hotel - 4 story		Zoning District TA 80	Flood Zone VE18
Legal Description 7B. 6	Log No. 6	Section Landmark / Withers Heights	TMS# 187-01-06-014		
Owner of Property TRAVELhome 1405 LLC		Mail Address 401-14th Ave S. Myrtle Beac, SC 29577		Phone 424-2427	
Lessee of Building Owners - same as above		Mail Address		Phone 222-1325	
Contractor Paddy Son Development		Mail Address PO BOX 2273 MB, SC 29578		Phone 448-2281	City License # 751
Architect/Engineer N/A		Mail Address		Phone	State License # 12597
Work Classification:		New <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input type="checkbox"/> Repair <input type="checkbox"/> Remove <input type="checkbox"/>			
Description of Work:					
1) Landscape - existing - cleaned up					
2) sand blast stairs					
3) Repair or replace electric, plumbing, HVAC - thru wall units if damaged					
5) Remove concrete railings and install vinyl railings					
6) Repair any damaged concrete around floors @ outlookers per structural engineer					
Total Valuation 40,000		Plan Checking Fee 123.12		Permit Fee 246.25	
Date Received 2/2/12		Date Issued 3/28/12		Permit Number B 120259	
Type Construction Concrete	Occupancy Group R1	Number of Buildings 2		Total Sq. Ft. 11,114	
# Baths 25	# Bedrooms 24		# Dwelling Units 24 plus office		

Notice

- Pursuant to S.C. Code Sec. 15-3-640, you have the right to contract for a guarantee of the structures being free from defective and unsafe conditions beyond thirteen years after substantial completion of the improvement for which this permit is issued.
- Separate permits are required for electrical, plumbing, gas, heating, ventilation or air conditioning work.
- This permit becomes null and void if work or construction which it authorized is not commenced within 6 months of its issuance, or if work or construction is suspended or abandoned for a period of 6 consecutive months at any time after it is commenced.

I hereby certify that I have read and examined, or have had read to me, this application and understand this application to be true and correct. Compliance with all provisions of laws and ordinances governing this type of work shall be assured whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any federal, state or local laws regulating construction, or the performance of construction.

Richard Paddy

February 2, 2012 843-222-1325

Signature of owner or authorized agent

Project Coordination

Organization	Req.	Permit	C.O.	Organization	Req.	Permit	C.O.
Construction Services:				Fire:			
Zoning	✓	WW		Engineering:	✓	SP	
Building	✓	JH		Finance:			
Flood Certification	✓	EH		Water Billing			
Landscaping				Business License		AF	
ARB	✓	3-1-12		Outside Agencies:			
Sign/Awning				DHEC			
Planning:				OCRM			

This permit does not grant any right or privilege to erect any structure or to use any premises herein described for any purpose or in any manner prohibited by the Zoning Ordinance of the City of Myrtle Beach.

CUSTOMER COPY

CUSTOMER COPY

CUSTOMER COPY

CUSTOMER COPY

Building / BL Pay Sheet
S

TIME - 15:46

DATE - 3/28/2012

DATE ISSUED: 3/28/2012

JOB SITE: SPORTSMAN MOTOR INN
JOB ADDRESS:

1405 S OCEAN BLVD

PROP NO. 1870106014

OWNER.....: Travelhome

CONTRACTOR: PADDY-SON DEVELOPMENT CO INC,,,

CLASS OF WORK: BUILDING PERMIT

TOTAL CONTRACT\$: 40,000

TOTAL VALUATION: 40,000

UPGRADE AMOUNT.: 0.

Flood Zone VE18

PERMIT NUMBER - B 120259

Building Permit 246.25

Sewer Tap Fees

WATER TAP FEES 875.00

ADMINISTRATION FEE

*ERU SEWER

*ERU WATER

*FIRE IMPACT

FIRE TAP FEE

Irrigation 500.00

PLAN REVIEW FEE 123.12

Security Deposit 60.00

STORMWATER FEE

TOTAL FEE(S) PAID: .00

LETTER OF CREDIT : .00

PERMIT FEE(S) DUE: 1,804.37

BUSINESS LICENSE # 111 00751 2012 I

BL:

\$

THIS PERMIT VALID FOR ONLY THE AMOUNT OF TOTAL VALUATION SHOWN AND
FOR THE CLASS OF WORK AND JOB ADDRESS AS STATED

NARRATIVE:

CUSTOMER COPY

CUSTOMER COPY

CUSTOMER COPY

CUSTOMER COPY

SERVICE APPLICATION

66165

CITY OF MYRTLE BEACH

P.O. BOX 2468
MYRTLE BEACH, SC 29578

PH. 843-918-1212
FAX 843-918-1210

CITY SERVICES BUILDING
921 OAK ST.

ACCOUNT NUMBER

I HEREBY APPLY TO THE CITY OF MYRTLE BEACH FOR WATER AND/OR SEWER SERVICE IN ACCORDANCE WITH ALL ORDINANCES, REGULATIONS, AND RATE SCHEDULES NOW OR HEREAFTER IN EFFECT. I AGREE TO BE INDIVIDUALLY LIABLE FOR ALL CHARGES ACCRUING FOR THIS SERVICE WITHOUT NOTICE OR DEMAND, AND I HEREBY GRANT TO THE CITY A LIEN UPON MY PROPERTY AT THE ADDRESS BELOW FOR DELINQUENT CHARGES COLLECTIBLE IN THE SAME MANNER AS PROPERTY TAXES. I HEREBY WAIVE ANY CLAIM AGAINST THE CITY ARISING OUT OF INTERRUPTION OF SERVICE FOR ANY REASON, WITH OR WITHOUT NOTICE. BY SIGNING THIS APPLICATION FOR WATER AND/OR SEWER SERVICE, I AGREE TO PAY ALL COSTS OF COLLECTION OF MY UNPAID BILLS. THE CITY OF MYRTLE BEACH HAS THE RIGHT PURSUANT TO THE SOUTH CAROLINA SETOFF DEBT COLLECTION ACT TO COLLECT ANY SUM DUE AND OWED BY ME THROUGH OFFSET OF MY STATE INCOME TAX REFUND. IF THE CITY OF MYRTLE BEACH CHOOSES TO PURSUE DEBTS OWED BY MYSELF THROUGH THE SETOFF DEBT COLLECTION ACT, I AGREE TO PAY ALL FEES AND COSTS INCURRED THROUGH THE SETOFF PROCESS, INCLUDING FEES CHARGED BY THE DEPARTMENT OF REVENUE, THE MUNICIPAL ASSOCIATION OF SOUTH CAROLINA, AND/OR THE CITY OF MYRTLE BEACH IF THE CITY OF MYRTLE BEACH CHOOSES TO PURSUE DEBTS IN A MANNER OTHER THAN SETOFF, I AGREE TO PAY THE COSTS AND FEES ASSOCIATED WITH THE SELECTED MANNER AS WELL.

THANK YOU FOR YOUR COOPERATION.

SIGNATURE

DATE

☐ NEW ACCOUNT

☐ TRANSFER

A SECURITY DEPOSIT IS REQUIRED FOR EVERY ACCOUNT. PLEASE MAKE CHECK PAYABLE TO CITY OF MYRTLE BEACH.
GENERAL

ACCOUNT NO. _____
CUSTOMER NAME Sportsman Motor Clinic
BILLING ADDRESS 210 Travelhome 1405 LLC
401 14th Ave S
CITY & STATE Myrtle Beach, SC ZIP 29577
SERVICE LOCATION 1405 S. Ocean Blvd.

CUT-ON:

DATE REQUESTED _____
DATE MADE _____
METER READING 6000
DEPOSIT REQUIRED 6000
DEPOSIT TRANSFERRED FROM _____

TRANSFER OF OWNERSHIP ☐

FORMER OWNER:

NAME _____
ADDRESS _____
DATE OF SALE _____
CLOSING COMPANY _____

NEW TENANT ☐

OWNER:

NAME _____
ADDRESS _____
CITY & STATE _____ ZIP _____
TELEPHONE NO. _____

TRANSFER OF DEPOSIT ☐

A TRANSFER OF DEPOSIT BETWEEN ACCOUNTS IS PERMITTED IF SERVICE AT THE OLD ADDRESS WILL BE TERMINATED WITHIN ONE WEEK FROM CUT-ON AT THE NEW LOCATION. IF CONCURRENT SERVICE IS NEEDED FOR LONGER THAN A WEEK, A SEPARATE ACCOUNT WITH A SEPARATE DEPOSIT MUST BE ESTABLISHED FOR THE NEW ADDRESS. A TRANSFER OF DEPOSIT BETWEEN CUSTOMERS IS NOT PERMITTED.

☐ TERMINATION

☐ TRANSFER

ACCOUNT NO. _____

CUSTOMER NAME _____

FORWARDING ADDRESS _____

CITY AND STATE _____ ZIP _____

SERVICE LOCATION _____

CUT OFF:

DATE REQUESTED _____

DEPOSIT TRANSFERRED TO _____

DID YOU RENT? ☐ YES ☐ NO

IF RENTED:

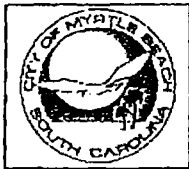
OWNER NAME _____

ADDRESS _____

CITY & STATE _____ ZIP _____

IF OWNED:

NEW OWNER'S NAME _____



CITY OF MYRTLE BEACH
IRRIGATION WATER METER APPLICATION
(843)918-2000 Fax (843)918-2074

4775

Entry Date: 03/28/2012	Date Paid: City Permit Required
Name on Account: Sportsman Motor Inn	Date to be Installed: Please Call 918-2010
Service Address: 1405 Ocean Irrig Blvd 29578	Suspension Date: 09/28/2012
Billing Address: Travelhome 1405 LLC	Meter Size: 3/4"
401 14th Ave S	Fire Tap Size: n/a
Myrtle Beach SC 29577	Sewer Tap Size: n/a
TMS: 1870106014	Actual Install Date:
Property Owner: Travelhome 1405 LLC	Backflow Required: Yes
Phone#: 8434242427	Location Code:
Contact:	Type: New
Account#:	Code: Irrigation - Commercial
Meter MFG:	Use: Water Only
ID#:	Location: In City
Serial#:	Latitude:
	Longitude:

WATER		SEWER	
ERU's Required	.00	ERU's Required	.00
ERU's Credited	.00	ERU's Credited	.00
ERU's Charged	.00	ERU's Charged	.00
Cost Per ERU	\$0.00	Cost Per ERU	\$0.00
Total Cost ERU's	\$0.00	Total Cost ERU's	\$0.00
*Water Tap Charge	\$875.00	*Sewer Tap Charge	\$0.00
*Reinstallation Fee	\$0.00		
*Fire Tap Fee	\$0.00		
*Irrigation Fee	\$500.00		
*Subtotal 1	\$1,375.00	*Subtotal 2	\$0.00
*Meter Deposit - Owner	\$60.00		
*determined by size			

Payment Due **\$1,435.00**
Sergio DiBattista - Eng. Div.

Remarks/Calculations (Fee Computation)
New 3/4" irrigation meter.

NOTE - This installation is required by the South Carolina Department of Health and Environmental Control to have a DHEC approved backflow preventer installed at the water meter by the owner/developer. It must also be tested by a DHEC approved plumber. Please make arrangements to have this device installed and tested and the test report delivered to the City of Myrtle Beach Public Works Department at 3210 Mr. Joe White Ave., Myrtle Beach, SC 29577 within 30 days of meter installation or the city will discontinue service.

Acknowledgement by property owner or authorized representative:

Please Allow Ten Days for Service Installation Upon Request for Installation.

Dumpster/Compactor
_____ units/pelican/pelican multifamily
Line Locates Needed: Yes No
** Letter of Credit _____

LONGLEY SUPPLY COMPANY
 1550 HWY 501
 MYRTLE BEACH, SC 29577
 843-448-5196 Fax 843-626-6621

**** INVOICE ****

INVOICE DATE	INVOICE NUMBER
03/16/12	S2265830.001
REMIT TO: LONGLEY SUPPLY COMPANY P O Box 3809 Wilmington, NC 28406	PAGE NO. 1

BILL TO:
 PADDY-SON DEV. CO., INC
 PO BOX 2273
 MYRTLE BEACH, SC 29578

SHIP TO:
 PADDY-SON DEV. CO., INC
 PO BOX 2273
 MYRTLE BEACH, SC 29578

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1399	SPORTSMAN		HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
MIKE MASSIE 04400	MB BR4 PU	Net Due 30 Day	03/16/12	03/16/12
DESCRIPTION	ORDER QTY	SHIP QTY	Net Prc	Ext Prc
1 PVC	140	140	0.289	40.40
PVC 1 PVC 1-IN SCHEDULE-40 CONDUIT				
078542	5	5	0.566	2.83
PVCF 078542 1-IN 90D COND ELL				
UA9AF				
078003	8	8	0.164	1.31
PVCF 078003 1-IN CONDUIT CPLG				
E940F				
704PT	1	1	6.896	6.90
704 PT PVC CLEAR CEMENT				
<div>Sportsman Pipe for Telephone & T.V. wires 1-building to 2nd bldg-</div> <div>56.07 62.92 <hr/>118.99</div>				
PLEASE INSURE YOUR REMITTANCE IS MAILED TO: LONGLEY SUPPLY CO PO BOX 3809 WILMINGTON NC 28406				

Invoice is due by 04/30/12.

Subtotal	51.44
S&H CHGS	0.00
Sales Tax	4.63
Amount Due	56.07

All claims for shortage or errors must be made at once. Returns
 require written authorization and are subject to handling charges.
 Special orders are non-returnable.
 Past due invoices may be subject to 1.5% late charge

LONGLEY SUPPLY COMPANY
 1550 HWY 501
 MYRTLE BEACH, SC 29577
 843-448-5196 Fax 843-626-6621

**** INVOICE ****

INVOICE DATE	INVOICE NUMBER
03/16/12	S2265920.001
REMIT TO: LONGLEY SUPPLY COMPANY P O Box 3809 Wilmington, NC 28406	PAGE NO 1

BILL TO:
 PADDY-SON DEV. CO., INC
 PO BOX 2273
 MYRTLE BEACH, SC 29578

SHIP TO:
 PADDY-SON DEV. CO., INC
 PO BOX 2273
 MYRTLE BEACH, SC 29578

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1399	SPORTSMAN		HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RICHARD JENKINS 04300	MB BR4 PU	Net Due 30 Day	03/16/12	03/16/12
DESCRIPTION	ORDER QTY	SHIP QTY	Net PRC	Ext PRC
1 PVC PVC 1 PVC 1-IN SCHEDULE-40 CONDUIT	200	200	0.289	57.72
<div style="text-align: right;"> <i>Sportsman Pipe for Telephone + T.V. wire office to accom front building.</i> 62.97 56.07 1.8.99 </div>				
PLEASE INSURE YOUR REMITTANCE IS MAILED TO: LONGLEY SUPPLY CO PO BOX 3809 WILMINGTON NC 28406				

Invoice is due by 04/30/12.

All claims for shortage or errors must be made at once, Returns
 require written authorization and are subject to handling charges.

1 orders are non-returnable.

due invoices may be subject to 1.5% late charge

Subtotal	57.72
S&H CHGS	0.00
Sales Tax	5.20
Amount Due	62.92

LYNN LADDER AND SCAFFOLDING

4908 HIGHWAY 501, MYRTLE BEACH, SC 29579

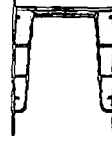
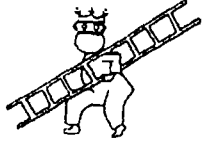
REMIT TO:

P.O. BOX 3568

CAPITOL HEIGHTS, MD 20791-3568

(843) 349-1300

Fax No. (843) 349-1304



D-U-N-S NO.
15 - 021 - 8154

Page Number- 1
Billing # 352916
Job Register # 75931

S Paddy-Son Development Company Inc.
O 728 8th Avenue N
L Myrtle Beach SC 29577
D
T
O

J Paddy-Son Development Company Inc.
O Travelhome 1405 LLC
B 1405 S Ocean Blvd
L Myrtle Beach SC 29577
O
C

CUSTOMER NO.	CYCLE	YOUR P.O. NO.	SUSP	INVOICE NO.	INVOICE DATE	TERMS
33371		Date		7593101 R6	09/14/12	Net 30 Days

QUANTITY SHIPPED	CATALOG NO.	DESCRIPTION	RENTAL PERIOD	AMOUNT
60	SGRP	256377 SN SLAB GUARD RAIL POST Wounded Warriors A Non-Profit Organization Helping Our Wounded www.woundedwarriors.org	03/02/12 - 03/29/12	208.63

Spontaneous
225.34

IF PAYMENT IS MADE
WITHIN OUR TERMS

◀ DEDUCT

SC 1026

STATE SALES TAX

16.69

PAY THIS AMT

225.34

all past due invoices

Elvis Service Co., Inc.

2200 EXECUTIVE AVENUE
MYRTLE BEACH, S.C. 29577
(843) 448-5016
FAX (843) 626-7002

INVOICE NUMBER: 226519
INVOICE DATE: 03/24/2012
TERMS: NET 30 DAYS
CONTRACT NUMBER: 38531
BILLING PERIOD: 02/26/2012 TO 03/24/2012
ORDERED BY: ROLAND
P.O. NUMBER:
JOB NUMBER:
SALESPERSON: DC

CUSTOMER NUMBER - NAME - ADDRESS

0249
PADDY-SON DEVELOPMENT CO., INC.
P.O. BOX 2273
MYRTLE BEACH, SC 29578

← RENTED TO

SITE NAME - ADDRESS

1405 SOUTH OCEAN BLVD

MYRTLE BEACH, SC

DELIVERED TO →

INVOICE

Y	DESCRIPTION	PRICE	START-END BILLING	AMOUNT
2	PORTABLE TOILET-RENT UNITS: 2161, 1778	\$ 60.00	02/26/2012 TO 03/24/2012	\$ 120.00

SUB-TOTAL \$ 120.00
STATE/LOCAL TAX \$ 3.24
DUE THIS INVOICE \$ 123.24

John
2. Porter John
123-24

DUE ON OR BEFORE APRIL 23RD WE ACCEPT MC VISA & DISCOVER

Creative Landscapes, Inc.

POST OFFICE BOX 572
MURRELLS INLET, SOUTH CAROLINA 29576
TELEPHONE (843) 651-3535
www.creativelandscapesinc.net

March 22, 2012

PAYMENT REQUEST FOR PADDY-SON DEVELOPMENT

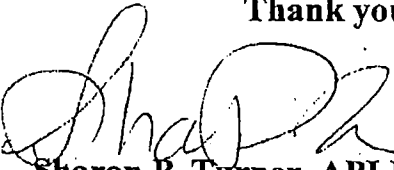
Landscape design fee for the Sportsman

Prepare plan for the City of Myrtle Beach

\$400.00*

ck # 5109-400.
3/22/12

Thank you,


Sharon P. Turner, APLD

* Fee will be used toward the turn key installation price of trees and shrubs.



Paddy-Son Development Co., Inc.

Post Office Box 2273, Myrtle Beach, South Carolina 29578-2273

843/448-2281 (O)

843/448-1607 (F)

843/222-1325 (M)

TravelHome, LLC
1405 S. Ocean Blvd

3/15/2012

1. Draw #3 - Paddy-Son	7,500.00
2. Collins Gore - brick work	242.00
3. Color copies of rendering	8.61
4. Scaffolding rental to remove sign	90.25
5. 2 Portajohn rentals	105.99
6. Wayne Humes - patch stairs with bondo	50.00
7. Mike's Painting - balance of contract	2,500.00
Total	10,496.85

Robert Paddy 3/15/12

TRAVELHOME1405 LLC		01-12	1187
1405 SOUTH OCEAN BLVD			
MYRTLE BEACH SC 29577-4528			87-448,538 SC 8003
DATE <u>3-15-12</u>			
PAY TO THE ORDER OF	<u>Paddy-Son Development Co, Inc.</u>	\$ <u>10,496.85/-</u>	
<u>Ten Thousand Four Hundred & Ninety Six Dollars & 85/100</u>		DOLLARS	
Bank of America			
ACH R/T 053904483			
FOR	<u>[Signature]</u>		
⑈001187⑈ ⑈053904483⑈ REDACTED 7161⑈			

NORTH & SOUTH CAROLINA GENERAL CONTRACTORS IN AN UNLIMITED BUILDING CLASS

Paddy-Son Development Co., Inc.

Post Office Box 2273, Myrtle Beach, South Carolina 29578-2273

843/448-2281 (O)

843/448-1607 (F)

843/222-1325 (M)

TravelHome, LLC
1405 S. Ocean Blvd

3/15/2012

1. Draw #3 - Paddy-Son	7,500.00
2. Collins Gore - brick work	242.00
3. Color copies of rendering	8.61
4. Scaffolding rental to remove sign	90.25
5. 2 Portajohn rentals	105.99
6. Wayne Humes - patch stairs with bondo	50.00
7. Mike's Painting - balance of contract	<u>2,500.00</u>
Total	10,496.85

Robert Paddy 3/15/12

TRAVELHOME1405 LLC		01-12	1187
1405 SOUTH OCEAN BLVD			
MYRTLE BEACH SC 29577-4528			67-448-539 SC 8003
DATE <u>3-15-12</u>			
PAY TO THE ORDER OF <u>Paddy-Son Development Co., Inc.</u>		\$ <u>10,496.85/-</u>	
<u>Ten Thousand Four Hundred & Ninety Six Dollars & 85/100</u>		DOLLARS	
Bank of America			
ACH R/T 053904483			
FOR <u>建商</u>			
⑈001187⑈ ⑈053904483⑈ REDACTED 7161⑈			

Collins Gore

INVOICE

INVOICE #746
DATE: FEBRUARY 29, 2012

TO:

Paddy-Son Development
PO BOX 2273
Myrtle Beach, SC 29577

FOR:

Sportsman

DESCRIPTION	AMOUNT
Materials & Labor 2AC Unit <i>removed + blocked in</i>	242.00

**PADDY-SON
DEVELOPMENT CO., INC.**
PO BOX 2273
MYRTLE BEACH, SC 29578

CAROLINA TRUST FCU
MYRTLE BEACH, SC
67-7951/2632

5055

3/1/2012

PAY TO THE
ORDER OF

Gore, Collins

\$ 242.00

Two Hundred Forty-Two and 00/100*****

DOLLARS

Gore, Collins
PO Box 501
Little River, SC 29566

Paddy

MEMO

005055 253279510 REDACTED 26-20

INVOICE

Please Pay From This Invoice!

CASH - MYRTLE BEACH

Invoice Date:03.02.12

Page: 1

Salesperson: 6

Invoice No.: MB91375

Due Date:03.02.12

Time:11:18 AM

Telephone:

Reference:

TRAVEL HOME

Quantity	Item Number	:	Item Description	:	Sale Price	:	Extension	:	Tx
10.00	COLP17	:	11X17 COLOR COPIES	:	0.7900	:	7.90	:	Y

Received \$ 8.61 Cash

McGee Cadd Reprographics, Inc.
1527 North Kings Highway, Suite N/P
Myrtle Beach, SC 29577

M.B. Store #843-916-9800
Fax Number #843-445-9400
Main Office #800-257-2527

Subtotal	:	7.90
Net Total	:	7.90
Sales Tax	:	0.71
Invoice Total:	:	8.61
Received	:	8.61
On Account	:	0.00
Your Change	:	

RENTALS

PC#: 020
604 CANNON RD
MYRTLE BEACH, SC 29577-6538
843-445-9960

SUNBELT RENTALS, INC.

RENTAL RETURN



Job Site:
THE SPORTSMAN
1405 S OCEAN BLVD
MYRTLE BEACH, SC 29577

C#: 843-448-2281 J#: 843-448-2281

Customer: 13831
PADDY-SON DEVELOPMENT
CO., INC.
PO BOX 2273
MYRTLE BEACH, SC 29577

Invoice #... 33645666-002
Invoice date 3/02/12
Date out... 3/01/12 8:14 AM
Date in... 3/02/12 2:17 PM
Job Loc... 1405 S OCEAN BLVD, MYRTLE BEACH
Job No... 1 - THE SPORTSMAN
P.O. #... NR
Ordered By... PADDY, ROLAND
NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
6.00	28" SCAFFOLD END FRAME	4.00	4.00	4.00	12.00	24.00
	Billed from 3/01/12 thru 3/02/12					
8.00	7' SCAFFOLD BRACE	4.00	4.00	4.00	12.00	32.00
4.00	19" SCAFFOLD CATWALK	4.00	4.00	4.00	12.00	16.00
	RENTAL PROTECTION PLAN					10.80
Sub-total:						82.80
Tax:						7.45
Total:						90.25

FINAL BILL: 3/01/12 08:14 AM THRU 3/02/12 02:17 PM.

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, authorized individuals, who are not impaired (under the influence of drugs or alcohol), to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Misuse of the Equipment or using damaged or malfunctioning Equipment may result in serious bodily injury or death.
- Customer has received, read, understands and agree to the estimated charges herein and all the terms and conditions of this Contract, including the Release and Indemnification provision in Section 7. and the Environmental Fee in Section 14, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the Customer is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and returning the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the Customer acknowledges receipt of these documents. Customer is declining Rental Protection Plan (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

Elvis Service Co., Inc.

2200 EXECUTIVE AVENUE
MYRTLE BEACH, S.C. 29577
(843) 448-5016
FAX (843) 626-7002

INVOICE NUMBER: 226033
INVOICE DATE: 02/25/2012
TERMS: NET 30 DAYS
CONTRACT NUMBER: 38531
BILLING PERIOD: 01/29/2012 TO 02/25/2012
ORDERED BY: ROLAND
P.O. NUMBER:
JOB NUMBER:
SALESPERSON: DC

CUSTOMER NUMBER - NAME - ADDRESS

0249
PADDY-SON DEVELOPMENT CO. INC.
P.O. BOX 2273
MYRTLE BEACH, SC 29578

← RENTED TO

SITE NAME - ADDRESS

1405 SOUTH OCEAN BLVD
MYRTLE BEACH, SC

DELIVERED TO →

INVOICE

Y	DESCRIPTION	PRICE	START-END BILLING	AMOUNT
2	PORTABLE TOILET-RENT UNITS: 2161, 1778	\$ 60.00	02/02/2012 TO 02/25/2012	\$ 103.20
SUB-TOTAL				\$ 103.20
STATE/LOCAL TAX				\$ 2.79
DUE THIS INVOICE				\$ 105.99

DUE ON OR BEFORE MARCH 26TH WE ACCEPT M C VISA & DISCOVER

Collins Gore

INVOICE

INVOICE #746
DATE: FEBRUARY 29, 2012

TO:
Paddy-Son Development
PO BOX 2273
Myrtle Beach, SC 29577

FOR:
Sportsman

DESCRIPTION	AMOUNT
Materials & Labor 2 AC Unit <i>removed & blocked in</i>	242.00

**PADDY-SON
DEVELOPMENT CO., INC.**
PO BOX 2273
MYRTLE BEACH, SC 29578

CAROLINA TRUST FCU
MYRTLE BEACH, SC
67-7951/2532

5055

3/1/2012

PAY TO THE
ORDER OF Gore, Collins

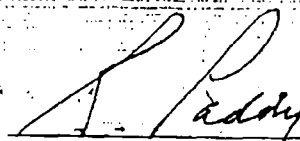
\$ **242.00

Two Hundred Forty-Two and 00/100*****

DOLLARS

Gore, Collins
PO Box 501
Little River, SC 29566

MEMO



005055 253279510 REDACTED 26-20

INVOICE

Please Pay From This Invoice!

CASH - MYRTLE BEACH

Invoice Date:03.02.12

Page: 1

Salesperson: 6

Invoice No.: MB91375

Due Date:03.02.12

Time:11:18 AM

Telephone:

Reference: TRAVEL HOME

Quantity	Item Number	Item Description	Sale Price	Extension	Tx
10.00	COLP17	11X17 COLOR COPIES	0.7900	7.90	Y

Received \$ 8.61 Cash

McGee Cadd Reprographics, Inc.
1527 North Kings Highway, Suite N/P
Myrtle Beach, SC 29577

M.B. Store #843-916-9800
Fax Number #843-445-9400
Main Office #800-257-2527

Subtotal	:	7.90
Net Total	:	7.90
Sales Tax	:	0.71
Invoice Total:	:	8.61
Received	:	8.61
On Account	:	0.00
Your Change	:	

RENTALS

PC#: 020
604 CANNON RD
MYRTLE BEACH, SC 29577-6538
843-445-9960

SUNBELT RENTALS, INC.

RENTAL RETURN



Job Site:

THE SPORTSMAN
1405 S OCEAN BLVD
MYRTLE BEACH, SC 29577

C#: 843-448-2281 J#: 843-448-2281

Customer: 13831

PADDY-SON DEVELOPMENT
CO., INC.
PO BOX 2273
MYRTLE BEACH, SC 29577

Invoice #... 33645666-002

Invoice date 3/02/12

Date out... 3/01/12 8:14 AM

Date in... 3/02/12 2:17 PM

Job Loc... 1405 S OCEAN BLVD, MYRTLE BEACH

Job No... 1 - THE SPORTSMAN

P.O. #... NR

Ordered By... PADDY, ROLAND

NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
6.00	28" SCAFFOLD END FRAME	4.00	4.00	4.00	12.00	24.00
	Billed from 3/01/12 thru 3/02/12					
8.00	7' SCAFFOLD BRACE	4.00	4.00	4.00	12.00	32.00
4.00	19" SCAFFOLD CATWALK	4.00	4.00	4.00	12.00	16.00
	RENTAL PROTECTION PLAN					10.80

Sub-total: 82.80

Tax: 7.45

Total: 90.25

FINAL BILL: 3/01/12 08:14 AM THRU 3/02/12 02:17 PM.

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period provided by Customer.
 - Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
 - Customer is responsible for and shall only permit properly trained, authorized individuals, who are not impaired (under the influence of drugs or alcohol), to use the Equipment.
 - If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
 - Misuse of the Equipment or using damaged or malfunctioning Equipment may result in serious bodily injury or death.
 - Customer has received, read, understands and agrees to the estimated charges herein and all the terms and conditions of this Contract, including the Release and Indemnification provision in Section 7, and the Environmental Fee in Section 14, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge
 - Customer must contact Sunbelt to request pickup of Equipment, retain the Pick Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
 - For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the Customer is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and returning the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the Customer acknowledges receipt of these documents.
- Customer is declining Rental Protection Plan _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

** www.sunbeltrentals.com **

RYTRETZT (Rev 12/02/11)

Elvis Service Co., Inc.

2200 EXECUTIVE AVENUE
MYRTLE BEACH, S.C. 29577
(843) 448-5016
FAX (843) 626-7002

INVOICE NUMBER: 226033
INVOICE DATE: 02/25/2012
TERMS: NET 30 DAYS
CONTRACT NUMBER: 38531
BILLING PERIOD: 01/29/2012 TO 02/25/2012
ORDERED BY: ROLAND
P.O. NUMBER:
JOB NUMBER:
SALESPERSON: DC

CUSTOMER NUMBER - NAME - ADDRESS

0249
PADDY-SON DEVELOPMENT CO. INC.
P.O. BOX 2273
MYRTLE BEACH, SC 29578

← RENTED TO

SITE NAME - ADDRESS

1405 SOUTH OCEAN BLVD
MYRTLE BEACH, SC

DELIVERED TO →

INVOICE

Y	DESCRIPTION	PRICE	START-END BILLING	AMOUNT
2	PORTABLE TOILET-RENT UNITS: 2161, 1778	\$ 60.00	02/02/2012 TO 02/25/2012	\$ 103.20
SUB-TOTAL				\$ 103.20
STATE/LOCAL TAX				\$ 2.79
DUE THIS INVOICE				\$ 105.99

DUE ON OR BEFORE MARCH 26TH WE ACCEPT M C VISA & DISCOVER

Paddy-Son Development

UNLIMITED GENERAL CONTRACTORS
P.O. Box 2273, 728 - 8th Avenue N.
Myrtle Beach, SC 29578

Roland Paddy

(843) 448-2281/O (843) 222-1325/M (843) 448-1607/F

Wayne Humes 3/7/12

*Patch stairs w/ bondo
@ Sportsman 50.00*

PADDY-SON
DEVELOPMENT CO., INC.
PO BOX 2273
MYRTLE BEACH, SC 29578

CAROLINA TRUST FCU
MYRTLE BEACH, SC
87-7951/2532

5077

3/8/2012

PAY TO THE
ORDER OF Wayne Humes

\$ 50.00

Fifty and 00/100

DOLLARS

Wayne Humes

R. Paddy

MEMO

005077 253279510 REDACTED 26 20

Paddy-Son Development

UNLIMITED GENERAL CONTRACTORS
P.O. Box 2273, 728 - 8th Avenue N.
Myrtle Beach, SC 29578

Roland Paddy

(843) 448-2281/O (843) 222-1325/M (843) 448-1607/F

Wayne Humes 3/7/12		
Patch stairs w/ bondo		
@ Sprtmen	50.00	

5077

PADDY-SON DEVELOPMENT CO., INC.

Wayne Humes
Casual Labor

3/8/2012

50.00

CKG-Carolina Trust- 2

50.00

*Mike's Painting
& Sandblasting*

P.O. 1078
Myrtle Beach, S.C. 29578

Phone (843) 448-9821
Mobile (843) 450-5428

3-9-12

For: Paddy & Son
Attn: Roland
Ref: 14th Ave. South Old Sportsman

Invoice # 1006

- Sandblast, prime and paint 2 metal stair wells

Labor & material- \$ 5,000.00

Sincerely,

Mike Jordan

Mike Jordan

Paddy-Son Development Co., Inc.

Post Office Box 2273, Myrtle Beach, South Carolina 29578-2273

843/448-2281 (O)

843/448-1607 (F)

843/222-1325 (M)

TravelHome, LLC
1405 S. Ocean Blvd

2/20/2012

1. Draw #2 - Paddy-Son
2. S&B Electric (2/10/12)
3. S&B Electric (2/17/12)
4. Express Disposal
5. Mike's Painting - sandblast stairs (1st Draw)
6. Earl Applegate - Architect - Plans
7. Earl Applegate - Architect - Rendering
8. McGee-Cadd copies for city (2/10/12)
- " (2/13/12)
- " (2/14/12)
- " (2/16/12)
- " (2/16/12)
- Total

7,500.00	✓ Paddy 7500 -
10,605.34	} paid to S+B 11,488.34
883.00	
1,358.56	- Paid to Express
2,500.00	- Paid to Mike's Painting
5,000.00	- disburse (2500 - 7
1,000.00	- Paid to Paddy
27.08	
37.50	
13.28	
136.04	
54.50	
29,115.30	3768.40
	<u>11,268.40</u>

Revised Paddy - 2/20/12

DATE

02/24/12

PAY
TO THE
ORDER OF

Daddy - Son Development

\$ 3768⁴⁰~~xx~~

DOLLARS

Bank of America

ACH R/T 053904483

FOR

建商规划图电话费

⑈001173⑈ ⑈053904483⑈ REDACTED 7161⑈

TRAVELHOME1405 LLC

01-12

1172

1405 SOUTH OCEAN BVLD
MYRTLE BEACH SC 29577-452867-448 539 SC
8003

DATE

02/24/12

PAY
TO THE
ORDER OF

Daddy - Son Development Co: Inc

\$ 7500⁰⁰~~xx~~

DOLLARS

Bank of America

ACH R/T 053904483

FOR

建商

⑈001172⑈ ⑈053904483⑈ REDACTED 7161⑈

TRAVELHOME1405 LLC

01-12

1169

1405 SOUTH OCEAN BVLD
MYRTLE BEACH SC 29577-452867-448 539 SC
8003

DATE

02/24/12

PAY
TO THE
ORDER OF

S & B Electric

\$ 11,488³⁴~~xx~~

DOLLARS

Bank of America

ACH R/T 053904483

FOR

电工

⑈001169⑈ ⑈053904483⑈ REDACTED 7161⑈

DATE

02/24/12

PAY
TO THE
ORDER OF

Mike's painting-sandblast

\$ 2500⁰⁰~~xx~~

Two thousand five hundred only DOLLARS

Bank of America

ACH R/T 053904483

FOR

付消防梯押金

⑈001170⑈ ⑈053904483⑈ REDACTED 7161⑈

TRAVELHOME1405 LLC

01-12

1171

1405 SOUTH OCEAN BVLD
MYRTLE BEACH SC 29577-452867-448-539 SC
8003

DATE

02/24/12

PAY
TO THE
ORDER OF

Express Disposal

\$ 1,358.56

One thousand three hundred fifty eightth~~xx~~ DOLLARS

Bank of America

ACH R/T 053904483

FOR

REDACTED

⑈001171⑈ ⑈053904483⑈

7161⑈

Paddy-Son Development Co., Inc.

Post Office Box 2273, Myrtle Beach, South Carolina 29578-2273

843/448-2281 (O)

843/448-1607 (F)

843/222-1325 (M)

TravelHome, LLC
1405 S. Ocean Blvd

2/10/2012

Bills paid by Paddy-Son Development Co., Inc.:

1. Collins Gore -- bricked in opening Unit 401	250.00
2. Liability	2,300.00
3. Draw 2/15/2012 for Paddy	<u>7,500.00</u>
Due 2/15/12	10,050.00

Roland Paddy

TRAVELHOME1405 LLC

01-12

1161

1405 SOUTH OCEAN BLVD
MYRTLE BEACH SC 29577-4528

87-448-538 SC
3093

DATE 02-15-12

PAY
TO THE
ORDER OF

Paddy-Son Development Co, Inc

\$ 10,050.00

Ten thousand and fifty only

DOLLARS

Bank of America

ACH R/T 053904483

FOR

付建商费

⑈001161⑈ ⑈053904483⑈ REDACTED 7161⑈

Paddy-Son Development Co., Inc.

Post Office Box 2273, Myrtle Beach, South Carolina 29578-2273

843/448-2281 (O)

843/448-1607 (F)

843/222-1325 (M)

TravelHome, LLC
1405 S. Ocean Blvd

2/10/2012

Bills paid by Paddy-Son Development Co., Inc.:

1. Collins Gore -- bricked in opening Unit 401	250.00
2. Liability	2,300.00
3. Draw 2/15/2012 for Paddy	<u>7,500.00</u>
Due 2/15/12	10,050.00

Roland Paddy

NORTH & SOUTH CAROLINA GENERAL CONTRACTORS IN AN UNLIMITED BUILDING CLASS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2012

PRODUCER

Phone: (843)357-7483

LW Short Insurance Agency
11945 GrandHaven Dr Ste. H
Murrells Inlet, SC 29576

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

PADDY & SON DEVELOPMENT CO. IN
ROLAND PADDY
P O BOX 2273
MYRTLE BEACH, SC 29578

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Johnson & Johnson/ QBE Ins.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTD. RUSG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	JCM21506-1	11/20/2011	11/20/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	JCA21270-2	10/17/2011	10/17/2012	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC/STATL TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GOLD CROWN MANAGEMENT IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY.

FAX: 918-0296

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

(DLT)

ACORD 25 (2001/08)

© ACORD CORPORATION 1988
Printed by DLT on February 02, 2012 at 02:42PM

2/7/17

PAY TO THE
ORDER OF

\$ 250.00

Callie Gore
two hundred & fifty

DOLLARS

MEMO

S. Paddy

005015 1:253279510 REDACTED

26 20

PADDY-SON DEVELOPMENT CO., INC.

2/7/17

5015

Callie Gore
A.M. enclosed A.C. hole 401
1405 - Ocean Blvd. South

250.00

745373

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE Feb-7-12	
NAME <i>Paddy & Son</i>					
ADDRESS <i>South 1405</i>					
CITY, STATE, ZIP <i>Myrtle Beach</i>					
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
QUANTITY		DESCRIPTION		PRICE	AMOUNT
1					
2			<i>Material</i>	<i>\$125.00</i>	<i>\$125.00</i>
3			<i>labor</i>	<i>\$125.00</i>	<i>\$125.00</i>
4					
5					
6					
7					
8					
9					
10			<i>Callie Gore</i>		
11					
12			<i>843-602-1613</i>		
13					
14			<i>1405 S Ocean Blvd.</i>		
15					
16			<i>Spencer</i>		
17					
18					
19			<i>enclosure - H.P.C. hole, unit #01</i>		
20					
RECEIVED BY					

KEEP THIS SLIP FOR REFERENCE

5805

Applegate Architecture

Mr. Roland Paddy
Paddy-Son Development
728 - 8th Avenue North
Myrtle Beach, SC 29577

INVOICE FOR SERVICES RENDERED

Project Name: Sportsman Hotel
Myrtle Beach, SC

Date: February 16, 2012

Project #: 010112

Invoice #: 00212

Provide color renderings for office and hotel buildings.

Lump Sum Fee	\$ 1,000.00
--------------	-------------

Total Amount Billed	\$ 1,000.00
Amount Previously Paid	\$ 0.00
Current This Invoice	\$ 1,000.00
Amount Paid	\$ 0.00
Total Amount Due	\$ 1,000.00

Applegate Architecture, Inc


Earl A. Applegate, AIA LEEDAP

Post Office Box 100 New Bern NC 28563

252 633 5603 (voice)

252 633 6793 (fax)

Applegate Architecture

Mr. Roland Paddy
Paddy-Son Development
728 - 8th Avenue North
Myrtle Beach, SC 29577

INVOICE FOR SERVICES RENDERED

Project Name: Sportsman Hotel
Myrtle Beach, SC

Date: February 12, 2012

Project #: 010112

Invoice #: 00112

Field measure & photograph existing buildings and provide Cad drawings to documents
for existing conditions

Lump Sum Fee	\$ 5,000.00
--------------	-------------

Total Amount Billed	\$ 5,000.00
Amount Previously Paid	\$ 0.00
Current This Invoice	\$ 5,000.00
Amount Paid	\$ 0.00
Total Amount Due	\$ 5,000.00

Applegate Architecture, Inc



Earl A. Applegate, AIA LEEDAP

Post Office Box 100 New Bern NC 28563

252 633 5603 (voice)

252 633 6793 (fax)



Martinez & Associates,
Structural Engineers, P.A.
4498 Trotters Court
Murrells Inlet, SC 29576
Phone (843) 839-1620

Invoice

Invoice No.

2927

Bill To:

Travelhome 1405 LLC
1405 South Ocean Boulevard
Myrtle Beach, SC 29577-4528

Invoice Date	P.O. Number	Terms	Due Date
01/24/12		Due on receipt	01/24/12

Description	Amount
Structural Engineering for Travelhome 1405 LLC concrete remediation Myrtle Beach, SC	2,500.00
PAID 1/24/12	

TRAVELHOME LLC
401 14TH AVE S
MYRTLE BEACH SC 29577-4528

1178

1-32/210 NY
19044

1-24-2012

Pay To The
Order Of

Saul Martinez

\$ 2500.00

Two thousand five hundred only Dollars

Bank of America

ACH R/T 021000322

Structural Engineers

[Signature]

0001178 0021000322 REDACTEDB144

Total \$2,500.00



MARTINEZ & ASSOCIATES
 STRUCTURAL ENGINEERS, PA
 807 MAIN STREET • MYRTLE BEACH, SC 29577
 O: 843.839.1620 • F: 843.839.1623

JANUARY 12, 2012

MR. ROLAND PADDY
 PADDY & SONS CONSTRUCTION
 MYRTLE BEACH, SC 29577

RE: PROPOSAL FOR
 SPORTSMAN REMEDIATION

DEAR ROLAND,

THE FOLLOWING IS A PROPOSAL FOR THE FACILITATION OF STRUCTURAL DRAWINGS
 FOR THE ABOVE REFERENCED PROJECT:

MY SERVICES WILL INCLUDE:

- THE COMPLETE STRUCTURAL ENGINEERING DESIGN TO INCLUDE CONSIDERATION FOR CORRIDOR/STAIR LOADING PER THE 2006 INTERNATIONAL BUILDING CODE.
- A COMPLETE SET OF SEALED STRUCTURAL DRAWINGS INCLUDING THE REMEDIATION PLAN, METHOD OF INDIVIDUAL REPAIRS, AND ALL APPLICABLE BUILDING SECTIONS SHOWING REQUIRED REPAIR DETAILS.

FEE: CONSTRUCTION DOCUMENTS \$2,500.00
 CHECK-IN BLDG & OCEAN FRONT BLDG

(PROPOSAL VALID FOR 90 DAYS FROM DATE ISSUED UNLESS EXECUTED PRIOR TO EXPIRATION DATE)

PLEASE SIGN AND RETURN PROPOSAL TO AUTHORIZE WORK.

AGREEMENT: AIA "STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT AND CONSULTANT," CURRENT EDITION, SHALL BE THE BASIS OF AGREEMENT FOR THIS ENGAGEMENT AND IS HEREBY INCORPORATED BY REFERENCE EXCEPT FOR PAYMENT TERMS. PAYMENT IS DUE 30 DAYS FOLLOWING THE ISSUING OF CONSTRUCTION DOCUMENTS.

SAUL J. MARTINEZ, P.E.

TRAVELHOME LLC
 401 14TH AVE S
 MYRTLE BEACH SC 29577-4528

1178

1-32/10 NY
 19044

1-24-2012

Pay To The
 Order Of

Saul Martinez

\$ 2500.00

Two thousand five hundred only

Dollars



Bank of America

ACH R/T 021000322

Structural Engineer

[Signature]

001178 021000322 REDACTED 8144



MARTINEZ & ASSOCIATES
STRUCTURAL ENGINEERS, PA
807 MAIN STREET • MYRTLE BEACH, SC 29577
O: 843.839.1620 • F: 843.839.1623

JANUARY 12, 2012

MR. ROLAND PADDY
PADDY & SONS CONSTRUCTION
MYRTLE BEACH, SC 29577

RE: PROPOSAL FOR
SPORTSMAN REMEDIATION

DEAR ROLAND,

THE FOLLOWING IS A PROPOSAL FOR THE FACILITATION OF STRUCTURAL DRAWINGS
FOR THE ABOVE REFERENCED PROJECT:

MY SERVICES WILL INCLUDE:

- THE COMPLETE STRUCTURAL ENGINEERING DESIGN TO INCLUDE
CONSIDERATION FOR CORRIDOR/STAIR LOADING PER THE 2006
INTERNATIONAL BUILDING CODE.
- A COMPLETE SET OF SEALED STRUCTURAL DRAWINGS INCLUDING THE
REMEDATION PLAN, METHOD OF INDIVIDUAL REPAIRS, AND ALL APPLICABLE
BUILDING SECTIONS SHOWING REQUIRED REPAIR DETAILS.

FEE:
CONSTRUCTION DOCUMENTS \$2,500.00
CHECK-IN BLDG & OCEAN FRONT BLDG

(PROPOSAL VALID FOR 90 DAYS FROM DATE ISSUED UNLESS EXECUTED PRIOR TO
EXPIRATION DATE)

PLEASE SIGN AND RETURN PROPOSAL TO AUTHORIZE WORK.

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AND CONSULTANT," CURRENT EDITION, SHALL BE THE BASIS OF
AGREEMENT FOR THIS ENGAGEMENT AND IS HEREBY INCORPORATED BY
REFERENCE EXCEPT FOR PAYMENT TERMS. PAYMENT IS DUE 30 DAYS
FOLLOWING THE ISSUING OF CONSTRUCTION DOCUMENTS.

SAUL J. MARTINEZ, P.E.

TRAVELHOME LLC

401 14TH AVE S
MYRTLE BEACH SC 29577-4528

1178

1-32/210 NY
19044

1-24-2012

Pay To The
Order Of

Saul Martinez

\$ 2500.00

TWO thousand five hundred only Dollars

Bank of America

ACH R/T 021000322

Structural Engineers

[Signature]

001178 021000322 REDACTED 8144

TRAVELHOME1405 LLC
1405 SOUTH OCEAN BLVD
MYRTLE BEACH SC 29577-4528

01-12

1173

67-448/539 SC
8003

DATE 02/24/12

PAY
TO THE
ORDER OF

Paddy - Son Development

\$ 3768⁴⁰

three thousand seven hundred sixty eight ⁴⁰
DOLLARS

Bank of America

ACH R/T 053904483

FOR

建商规划国土费

⑈001173⑈ ⑈053904483⑈ REDACTED 7161⑈

TRAVELHOME1405 LLC
1405 SOUTH OCEAN BLVD
MYRTLE BEACH SC 29577-4528

01-12

1172

67-448/539 SC
8003

DATE 02/24/12

PAY
TO THE
ORDER OF

Paddy - Son Development Co. Inc

\$ 7500⁴⁰

Seven thousand five hundred only
DOLLARS

Bank of America

ACH R/T 053904483

FOR

建商

⑈001172⑈ ⑈053904483⑈ REDACTED 7161⑈

TRAVELHOME1405 LLC
1405 SOUTH OCEAN BLVD
MYRTLE BEACH SC 29577-4528

01-12

1169

67-448/539 SC
8003

DATE 02/24/12

PAY
TO THE
ORDER OF

S & B Electric

\$ 11,488³⁴

Eleven thousand four hundred eighty eight ³⁴
DOLLARS

Bank of America

ACH R/T 053904483

FOR

电工

⑈001169⑈ ⑈053904483⑈ REDACTED 7161⑈

TRAVELHOME1405 LLC

1405 SOUTH OCEAN BLVD
MYRTLE BEACH SC 29577-4528

01-12

1170

67-448-539 SC
8003

DATE 02/24/12

PAY
TO THE
ORDER OF

Mike's Painting-sandblast

\$ 2500⁰⁰~~xx~~

TWO thousand five hundred only ~~xx~~ DOLLARS

Bank of America

ACH R/T 053904483

FOR

付消防梯押金

⑈001170⑈

⑈053904483⑈

REDACTED

7161⑈

TRAVELHOME1405 LLC

1405 SOUTH OCEAN BLVD
MYRTLE BEACH SC 29577-4528

01-12

1171

67-448-539 SC
8003

DATE 02/24/12

PAY
TO THE
ORDER OF

Express Disposal

\$ 1,358.56

one thousand three hundred fifty eight ⁵⁶~~xx~~ DOLLARS

Bank of America

ACH R/T 053904483

FOR

⑈001171⑈

⑈053904483⑈

REDACTED

7161⑈

FORM 4

STATE OF SOUTH CAROLINA
 COUNTY OF HORRY
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
 CASE NUMBER 2013CP2604589

Gengwu Qiu

Geng Min Qiu

Judy Tang

June Tang

Jun Tang

Yuang Tang

Travel Home 1405 LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: CLERK OF COURT

Attorney for: ☐ Plaintiff ☐ Defendant☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41, SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

FILED
 HORRY COUNTY
 13 OCT 10 PM 1:51
 MELANIE HUGGINS-WARD
 CLERK OF COURT

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

S ORDERED AND ADJUDGED: ☒ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

**MOTION FOR APPOINTMENT OF RECEIVER GRANTED AS TO TRAVEL HOME 1405 LLC.
 FORMAL ORDER TO FOLLOW BY ATTY HILLS.**

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Law 2147
Circuit Court Judge **LARRY B. HYMAN, JR.** **2152** **10/3/2013**
Judge Code Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

James L. Hills 4701 Oleander Drive Myrtle Beach, SC
29577-5762

ATTORNEY(S) FOR THE PLAINTIFF(S)

Gene McCain Connell Jr. PO Drawer 14547 Surfside
Beach, SC 29587

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter NATALIE DAHL

Melanie Huggins-Ward - Clerk of Court

Copy of Order/
Mailed 10-11-13
Initials AW

STATE OF SOUTH CAROLINA,)
)
COUNTY OF HORRY)

Gengwu Qiu and Geng Min Qiu as
Attorney in Fact,)

Plaintiffs,)

vs.)

Judy Tang a/k/a June Tang a/k/a Jun
Tang, Yuang Tang, Travel Home 1405,
LLC,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

ORDER APPOINTING RECEIVER
(not ending action)

CASE NO.: 2013-CP-26-04589

October 3, 2013

The Honorable Larry B. Hyman, Jr.

James L. Hills

Gene M. Connell, Jr.

Natalie Dahl

FILED
HORRY COUNTY
2013 NOV 12 AM 10:30
MELANIE HUGGINS-WARD
CLERK OF COURT

THIS MATTER CAME BEFORE THE COURT for a hearing on Plaintiffs' motion for a temporary injunction or to appoint a receiver. At the call of the case, Plaintiff Geng Min Qiu was present with attorney James L. Hills and Defendant Judy Tang was present with attorney Gene M. Connell, Jr. After reviewing the pleadings, affidavits, and other submissions of the parties, as well as hearing the argument of counsel and statement of the Plaintiff, I make the following findings of fact and conclusions of law pursuant to Rule 52 of the South Carolina Rules of Civil Procedure.

FINDINGS OF FACT

1. Defendant Travel Home 1405, LLC is a limited liability corporation created in and registered with the State of South Carolina. Its registered agent is Defendant Judy Tang.
2. Plaintiff Gengwu Qiu owns a ninety percent (90%) share of Defendant Travel Home 1405, LLC.

3. The instant case is a dispute in which Plaintiffs are alleging that Defendant Judy Tang misrepresented material facts and mismanaged the assets of the former Sportsman Motor Inn, a property now owned by Defendant Travel Home 1405, LLC. Because discrepancies exist, this Court believes that a third party is necessary to review the income, assets, expenditures, and overall financial situation of the corporation.

4. The Court has reviewed the specific civil procedures regarding receivership in this state, which include South Carolina Rule of Civil Procedure 66 and §15-65-10 *et seq.* of the South Carolina Code, Annotated.

CONCLUSIONS OF LAW

1. Receivership: The premises at issue in this case – the former Sportsman Motor Inn located at 1405 South Ocean Boulevard, Myrtle Beach, South Carolina – and its owner corporation of Travel Home 1405, LLC are placed in receivership immediately upon the execution of this order. Mr. Diez, as receiver, shall have all powers available under South Carolina law, including those enumerated in South Carolina Rule of Civil Procedure 66 and §15-65-10 *et seq.* of the South Carolina Code, Annotated.

2. Receiver: C. Nicholas Diez, CPA of 1341 44th Avenue North, Suite 103, Myrtle Beach, South Carolina is hereby appointed receiver over the premises and corporation. All communication to receiver shall be directed to receiver at the address stated above. Confirmation of general insurance coverage as to receiver or a bond of Twenty-Five Thousand (\$25,000.00) Dollars shall be filed with the Court within seven (7) business days after the date on which this order is executed.

3. Restraint: Immediately upon execution of this order, all parties, including their respective agents, representatives, and employees (and any other individuals or entities receiving

notice of this order), are restrained from disposing of, transferring, conveying, or otherwise encumbering the premises or books, files, records, and accounts relating to the premises and corporation, and they and all other parties having such books, files, records, and accounts in their possession or under their control are hereby directed to deliver the same to receiver.

4. Cooperation: All parties, including their respective agents, representatives, and employees, are ordered to cooperate with the receiver and appear at the receiver's address listed above in section 2 herein, at such reasonable times as may be required to sign such legal documents as may be reasonably necessary and to furnish such records as receiver may reasonably require. The parties are hereby ordered to cooperate reasonably with receiver at all times during the pendency of this receivership. If the parties are asked by the receiver to provide assistance to the receiver regarding any matters that could be performed by another party, the receiver may pay, in his discretion the reasonable costs, expenses, and fees (the "costs") of the parties incurred pursuant to receiver's requests out of such funds as may be in the receiver's possession. If the parties are the only individuals who legally can execute a document or identify the location of documents, accounts, or premises under the control of the receiver, such cooperation shall not entitle the parties to costs. Furthermore, the receiver shall make reasonable efforts to cooperate with parties in connection with marketing and sales efforts for the premises.

5. Income and Deposits: Parties, including their respective agents, representatives, and employees, and any other person receiving actual notice of the terms of this order, are hereby ordered and directed to pay to receiver all of the income and profits (both current and prepaid) that remain in such person's possession as of the date of this order or that are generated in the future, pending adjudication of the parties' rights thereto and subject to such other orders of this court as may be subsequently entered.

6. Possession of Premises: Receiver shall take and have exclusive possession, custody, and control of the premises, contracts, insurance policies, assets, files, papers, keys, accounts receivable, records, documents, licenses, permits, monies, securities, choses-in-action, and books of account that relate to the premises, and shall retain custody of the same until further order of this Court. Parties and other persons and corporations now or hereafter in possession of the premises, or any part thereof, or any other of the items entrusted to the receiver as set forth herein, shall surrender such possession to the receiver immediately upon execution of this order.

7. Operating Account: Receiver shall establish and/or maintain, at a banking or savings and loan institution located in South Carolina whose deposits are insured by the FDIC, a separate operating account ("the operating account") into which receiver shall deposit all receipts from the premises and corporation, and from which receiver shall disburse regularly and punctually (to the extent available) all amounts due and payable as are reasonable, necessary, and proper operating expenses of the premises and corporation, subject to the terms of this order.

8. Costs: Receiver is hereby authorized, empowered, and directed to pay from the operating account all reasonable expenses necessary for the preservation of the premises and corporation including, but not limited to, the costs of all taxes, labor, insurance, equipment, and supplies which are necessary to the preservation of the premises and corporation, together with any expenditures authorized by the Court. Before entering into any contracts or authorizing any expenditures over a minor amount and/or outside the ordinary course of business, receiver shall notify all parties in writing of the proposed action, and the parties shall have ten (10) days to notify the Court of any objection and/or to seek relief from the Court if they disapprove of the proposed action.

9. Operation: Receiver is hereby authorized, empowered, and directed to contract with such individuals and entities as may be necessary to preserve, protect, supervise, operate, and manage the premises and corporation. Receiver shall use his best efforts to operate the premises and corporation profitably, and to maintain the building, appurtenances, and grounds of the premises in accordance with customary standards for a business of its type.

10. Collection of Income and Profits: Receiver is hereby authorized, empowered, and directed to enforce and collect all debts, accounts receivable, rents, or other obligations due and owing to or from the operation of the premises and/or the corporation.

11. Insurance: Receiver is hereby authorized, empowered, and directed to maintain all policies of insurance or similar contracts affecting the premises and/or corporation in full force and effect and, if none exists, to insure the premises for its current fair market value against personal injury, property damage, and liability claims. Receiver shall maintain or purchase appropriate property insurance for the premises, public liability insurance, workmen's compensation insurance, fire and extended coverage insurance, and burglary and theft insurance, as well as any necessary weather related insurance due to its location. Defendant Travel Home 1405, LLC shall be listed as the insured and the loss payee on all such insurance policies. Receiver shall promptly investigate and provide Plaintiffs' and Defendants' counsel a full, prompt written report as to all serious and material accidents, claims for damage relating to the ownership, operation and maintenance of the premises, and any damage or destruction to the premises and the estimated cost of repair thereof, and shall prepare any and all reports required by any insurance company in connection therewith. All existing insurance coverage purchased by Defendants or by any other person, which is now in force for the protection of the premises, is hereby assigned to the receiver.

12. Actions against Receiver: All persons, funds, corporations, associations, and all other parties are hereby enjoined and restrained from commencing, maintaining, or otherwise prosecuting any action at law or in equity against receiver during the pendency of the receivership without prior leave of this Court.

13. Default: Entry of this order shall not constitute a breach of default of any contract relating to the premises or the corporation unless receiver expressly cancels such contract.

14. Employment of Professionals: Receiver may employ attorneys, accountants, or other professionals if reasonably required to discharge its duties herein and shall, if necessary, apply to this Court for instructions and advice if in doubt concerning its rights and responsibilities as receiver.

15. Sale of Mortgaged Premises: Receiver is authorized to sell, only with the consent of the parties, the premises on commercially reasonable terms and conditions, upon thirty (30) days' notice of such intent to sell to Plaintiffs' and Defendants' counsel and to the Court, and subject to the Court's approval of such transaction. Plaintiffs or Defendants may object to the proposed sale at any time after receipt of the notice of intent to sell from the receiver, and the Court must rule upon such objection(s) prior to approving any sale. The parties may consent to the sale of the premises, in writing, if such sale would not require notice beyond the parties.

16. Other Tasks: Receiver is hereby authorized, empowered, and directed to perform all other tasks reasonably necessary for the proper administration conservation, maintenance, security, and protection of the premises and/or corporation.

17. Fees: At the end of each month, receiver shall present to Plaintiffs and Defendants monthly financial reports which shall include all fees and expenses paid by the receiver, including fees to receiver, which receiver shall pay in the ordinary course. Receiver shall be compensated at the rate of One Hundred Seventy-Five and no/100ths Dollars (\$175.00) per hour. In the event Plaintiffs or Defendants object to the payment of any invoice contained in any receiver report, they may seek an order as to such payment or non-payment. The compensation of receiver shall be at the discretion of the Court and shall be finally determined by the Court.

18. Legal Actions: Receiver is hereby authorized, empowered, and directed to apply to this Court for instructions and/or authorization should it seem to be necessary or desirable to sue or defend any legal action or otherwise compromise or settle same.

19. Use and Maintenance of Premises: Receiver shall not permit the use of the premises for any purpose which may or will void any required policy of insurance, which may or will render any loss thereunder uncollectible, or which may or would be in violation of any law or government restriction.

20. Records: Receiver shall maintain a comprehensive system of office records, books, and accounts concerning the operation of the premises and corporation. At all reasonable times, Plaintiffs, Defendants, and their respective agents, employees, or other representatives shall have reasonable access to such records, accounts, and books and to all vouchers, files, and all other material pertaining to the operation of the premises and corporation, all of which receiver agrees to keep safe, available, and separate from any records not having to do with the operation of the premises and corporation.

21. Legal Requirements: Receiver shall ensure that all aspects of the premises, the corporation, and their operation and management comply with any and all laws, regulations, orders, or requirements affecting the premises and corporation issued by any federal, state, county, or municipal authority having jurisdiction thereover.

22. Employment of Agents: Receiver is hereby authorized to employ agents, servants, and employees and to contract as necessary for the purpose of renting, operating, managing, preserving, protecting, and taking possession of the premises, and carrying out the terms of this Order. Receiver shall collect the rents, revenues, and profits generated from the premises and corporation on or after the date on which this order is executed, including those now due and unpaid, and those hereafter to become due.

23. Termination of Receivership: Plaintiffs or any Defendant may apply to the Court for an entry of an order terminating the receivership or discharging receiver once the purpose set forth in the appointment of receiver through this order has been accomplished.

24. Retention of Jurisdiction: This Court retains jurisdiction of this matter to enter such further orders as may be just and proper.

25. Sheriff's Assistance: Receiver is authorized and empowered to obtain the assistance of the Sheriff's Department of the counties of this State in performing those duties and responsibilities enumerated herein.

THEREFORE, it is

ORDERED C. Nicholas Diez, CPA of 1341 44th Avenue North, Suite 103, Myrtle Beach, South Carolina shall be appointed as receiver of Travel Home 1405, LLC and the premises it owns at 1405 South Ocean Boulevard, Myrtle Beach, South Carolina;

IT IS FURTHER ORDERED that this receivership is established for the purpose of obtaining financial information to include contributions by the parties, expenditures by the corporation, and any other relevant financial information that may assist the receiver and the Court in determining whether Defendant Judy Tang has mismanaged the company or engaged in any improper activity;

IT IS FURTHER ORDERED that this receivership shall exist according to the terms enumerated above, and that the receiver shall have all powers available under South Carolina law; and

IT IS FURTHER ORDERED that the receiver shall report back to the Court within thirty (30) days of his appointment as to the status of the financial condition of the premises and corporation.

AND IT IS SO ORDERED.



Larry B. Hyman, Jr.
Presiding Judge of the Circuit Court
Fifteenth Judicial Circuit

Nov
~~October~~ 4, 2013
Conway, South Carolina

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY)

FIFTEENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-26-4589

Gengwu Qiu, and Geng Min Qiu as Attorney)

MOTION AND ORDER INFORMATION

In Fact,

Plaintiff,)

FORM AND COVERSHEET

vs.)

Judy Tang a/k/a June Tang, a/k/a Jun Tang, et al.)

Defendant.)

Plaintiff's Attorney:

James L. Hills, Bar No. _____

Address:

4701 Oleander Drive, Myrtle Beach, SC

29577-5762

Phone: 843-626-2600 Fax _____

E-mail: jih@hillsandhills.com Other: _____

Defendant's Attorney:

Charles P. Summerall, IV, (for Intervener), Bar No. 5433

Address:

P.O. Box 999, Charleston, SC 29402-0999

Phone: 843-722-3400 Fax 843-723-7398

E-mail: csummerall@wcsr.com Other: _____

☒ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to Intervene

Estimated Time Needed: 15

Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☐ Defendant

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$** _____

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ **MOTION FEE COLLECTED: \$** _____

FILED
COUNTY
2013 NOV 14 AM 10:26
CLERK OF COURT
JELANIE HUGGINS-WARD

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

GENGWU QIU AND GENG MIN)
QIU AS ATTORNEY IN FACT,)
Plaintiffs,)

vs.)

JUDY TANG a/k/a JUNE TANG,)
a/k/a JUN TANG, YUANG TANG,)
TRAVEL HOME 1405, LLC,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-26-4589

NOTICE OF MOTION AND MOTION
TO INTERVENE BY I.M. SKAUGEN
MARINE SERVICES PTE. LTD.

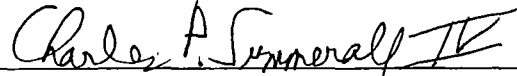
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MELANIE HUGGINS-WARD
CLERK OF COURT

TO: ALL PARTIES

PLEASE TAKE NOTICE that I.M. Skaugen Marine Services Pte. Ltd. ("Skaugen") will, ten days after the service of this Notice of Motion and Motion, or as soon thereafter as this matter may be heard, move before the presiding judge of this Court for an Order allowing Skaugen to intervene in this action as a Defendant, Counterclaimant, and Cross-Claimant, as a matter of right pursuant to S.C.R.C.P. Rule 24(a) and, alternatively and supplementally, by permission pursuant to Rule 24(b).

This Motion is supported by the accompanying Memorandum in Support, Skaugen's proposed Answer, Counterclaims, and Cross-Claims attached as Exhibit A to the Memorandum in Support, the record in this proceeding, and such other matters as may be submitted by Skaugen.

Skaugen's counsel hereby affirms that, prior to filing this Motion, he communicated with opposing counsel and attempted in good faith to resolve the matter contained in this Motion.



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ATTORNEYS FOR I.M. SKAUGEN MARINE
SERVICES PTE. LTD.

Bruce G. Paulsen, Esq. (*pro hac vice* application to be submitted)

Jeffrey M. Dine, Esq. (*pro hac vice* application to be submitted)

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dine@sewkis.com

OF COUNSEL

November 14, 2013

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

GENGWU QIU AND GENG MIN)
QIU AS ATTORNEY IN FACT,)

Plaintiffs,)

vs.)

JUDY TANG a/k/a JUNE TANG,)
a/k/a JUN TANG, YUANG TANG,)
TRAVEL HOME 1405, LLC)

Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-26-4589

MEMORANDUM IN SUPPORT OF
MOTION TO INTERVENE
BY I.M. SKAUGEN
MARINE SERVICES PTE. LTD.

FILED
HORRY COUNTY
2013 NOV 14 AM 10:26
MELANIE HUGGINS-WARD
CLERK OF COURT

I.M. Skaugen Marine Services Pte. Ltd. ("Skaugen") submits this Memorandum in Support of its Motion to Intervene in this action as a Defendant, Counterclaimant, and Cross-Claimant. Skaugen seeks to intervene in this action both as a matter of right, pursuant to S.C.R.C.P. Rule 24(a) and, alternatively and supplementally, with the permission of the Court pursuant to Rule 24(b). Pursuant to Rule 24(c), attached hereto as Exhibit A and incorporated herein by reference is Skaugen's proposed Answer, Counterclaims, and Cross-Claims (the "Proposed Answer").

INTRODUCTION

Skaugen seeks to intervene in this action to protect its rights and interests and to ensure that any relief granted herein is consistent with, and subject to, Skaugen's rights as the holder of a Judgment (defined in the Proposed Answer) exceeding \$10,000,000 against Plaintiff Geng Min Qiu, who is also known as Gengmin Qiu and Qiu Gengmin, and other rights under applicable law. Skaugen's rights and interests include, without limitation, the Preliminary Injunction (defined in the Proposed Answer) and lien rights ordered by the United States District Court for

the District of New Jersey, Skaugen's right to obtain a Charging Order and other relief pursuant to S.C. Code Section 33-44-504, and other rights and remedies.

Pursuant to the Judgment, the Preliminary Injunction, Skaugen's right to obtain a Charging Order under S.C. Code Section 33-44-504, and Skaugen's other rights under applicable law, Skaugen asserts that it is the largest financial stakeholder impacted by this lawsuit.

INTERVENTION AS A MATTER OF RIGHT

Pursuant to Rule 24(a)(1), Skaugen shall be permitted to intervene "when a statute confers an unconditional right to intervene". In this action, the Plaintiffs have asserted, among other claims against the other Defendants, a request for Declaratory Judgment determining the rights of the parties. As stated above, Skaugen asserts that it is the largest financial stakeholder affected by this action and, as further described in the Proposed Answer, Skaugen asserts that Geng Min Qiu, not Gengwu Qiu, is the holder of the 90% Interest in Travel Home 1405, LLC. Section 15-53-80 of the Uniform Declaratory Judgments Act states that, in Declaratory Judgment actions, "all persons shall be made parties who have or claim any interest which would be affected by the declaration" Under the circumstances of this case, Skaugen believes that said statute confers upon Skaugen an unconditional right to intervene in this action.

Additionally, pursuant to Rule 24(a)(2), Skaugen claims an interest relating to the property and transactions which are the subject of this lawsuit. As described further in the Proposed Answer, Skaugen is so situated that disposition of this action may as a practical matter impair or impede Skaugen's ability to protect its interest. The record in this matter, as well as the fraudulent conveyance and other claims asserted in the Proposed Answer, clearly demonstrate that Skaugen's interests are not adequately represented by the existing parties in this action. Not only do the Plaintiffs and the other Defendants accuse each other of fraudulent and "illegal" acts, but Skaugen is informed and believes that the Plaintiffs have purportedly

transferred Geng Min Qiu's 90% Interest to Gengwu Qiu and taken other actions in an effort to defraud, hinder, or delay Skaugen's ability to collect the Judgment and protect its other rights and interests.

PERMISSIVE INTERVENTION

Alternatively and supplementally, Skaugen also requests this Court's permission to intervene pursuant to Rule 24(b). As referenced above, Section 15-53-80 at a bare minimum confers upon Skaugen a conditional right to intervene in this action since Skaugen claims an interest which would be affected by any Declaratory Judgment rendered in this lawsuit. Accordingly, Skaugen should be permitted to intervene pursuant to Rule 24(b)(1).

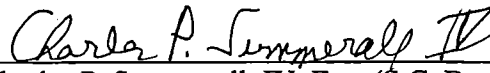
In addition, Skaugen's claims and defenses set forth in its Proposed Answer have questions of law or fact in common with the main action. Accordingly, pursuant to Rule 24(b)(2), this Court should permit Skaugen to intervene to protect its direct and substantial rights and interests in this action.

TIMELINESS AND LACK OF PREJUDICE

Skaugen's Motion to Intervene is timely in that this action, which was filed in July 2013, is still in its early stages. Furthermore, the Court very recently appointed a Receiver in this action who is in the early stage of fulfilling his duties and responsibilities described in the Order appointing him. Skaugen's intervention will neither unduly delay this action nor prejudice the adjudication of the rights of the original parties.

WHEREFORE, Skaugen asks that this Court enter its Order:

- A. Granting this Motion and allowing Skaugen to intervene in this action and file at once its Proposed Answer; and
- B. Awarding Skaugen such other relief as may be just and proper.

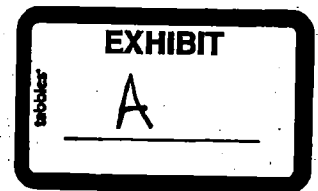

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ATTORNEYS FOR I.M. SKAUGEN MARINE
SERVICES PTE. LTD.

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Jeffrey M. Dine, Esq. (*pro hac vice* application to be submitted)
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dine@sewkis.com

OF COUNSEL

November 14, 2013



STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

GENGWU QIU AND GENG MIN)
QIU AS ATTORNEY IN FACT,)
)
Plaintiffs,)

CASE NO.: 2013-CP-26-4589

vs.)

ANSWER, COUNTERCLAIMS, and
CROSS-CLAIMS OF INTERVENOR
DEFENDANT I.M. SKAUGEN MARINE
SERVICES PTE. LTD.

JUDY TANG a/k/a JUNE TANG)
a/k/a JUN TANG, YUANG TANG,)
TRAVEL HOME 1405, LLC, and)
I.M. SKAUGEN MARINE)
SERVICES PTE. LTD.,)
)
Defendants.)

I.M. Skaugen Marine Services Pte. Ltd. ("Skaugen"), having been allowed to intervene in this action by an Order of this Court, alleges and says as follows:

INTRODUCTION

1. Skaugen has intervened in this action to protect its rights and interests and to ensure that any relief granted herein is consistent with, and subject to, Skaugen's rights as the holder of a Judgment (defined below) exceeding \$10,000,000 against Plaintiff Geng Min Qiu, who is also known as Gengmin Qiu and Qiu Gengmin, and other rights under applicable law. Skaugen's rights and interests include, without limitation, the Preliminary Injunction (defined below) and lien rights ordered by the United States District Court for the District of New Jersey, Skaugen's right to obtain a Charging Order and other relief pursuant to S.C. Code Section 33-44-504, and other rights and remedies.

AS AN ANSWER TO THE COMPLAINT

2. Skaugen lacks knowledge or information pertaining to certain allegations in both the Plaintiffs' Complaint and the counterclaims asserted by the other Defendants against the

Plaintiffs. Skaugen denies each and every allegation of Plaintiffs' Complaint, as well as the other Defendants' counterclaims, that is not specifically admitted herein, or that is inconsistent with Skaugen's rights and interests in this action.

3. . Responding to paragraphs 1-104, Skaugen denies any allegations that are inconsistent with Skaugen's position, as further described in its Counterclaims, that Geng Min Qiu was and is a 90% member of the Defendant Travel Home 1405, LLC, also known as TravelHome 1405, LLC.

4. Skaugen is not required to respond further to paragraphs 1-104 of the Complaint, as the Plaintiffs' Causes of Action assert claims against Defendants other than Skaugen. Skaugen requests that this Court determine the rights and interest of the parties to this action and declare appropriate relief, consistent with, and subject to, Skaugen's rights and interests.

FURTHER ANSWERING THE COMPLAINT AND AS
AFFIRMATIVE DEFENSES THERETO
AFFIRMATIVE DEFENSE #1
(PRIORITY OF INTEREST)

5. Any relief granted to the Plaintiffs and/or any of the other Defendants should be subject to Skaugen's rights and interests under the Judgment, the Preliminary Injunction, Section 33-44-504, and other applicable laws.

AFFIRMATIVE DEFENSE #2
(ACTUAL OR CONSTRUCTIVE FRAUDULENT TRANSFER)

6. The Plaintiffs' assertions in this action are subject to Skaugen's position, as further described in the Counterclaims below, that Geng Min Qiu is the 90% member of Travel Home 1405, LLC.

AFFIRMATIVE DEFENSE #3
(ESTOPPEL)

7. The Plaintiffs are estopped from asserting any claims or positions inconsistent with Skaugen's rights and remedies under the Judgment, the Preliminary Injunction, Section 33-44-504, and other applicable laws.

AFFIRMATIVE DEFENSE #4
(PRECLUSION)

8. The Plaintiffs are precluded from asserting any claims or positions inconsistent with Skaugen's rights and remedies under the Judgment, the Preliminary Injunction, Section 33-44-504, and other applicable laws.

AFFIRMATIVE DEFENSE #5
(UNCLEAN HANDS)

9. The Plaintiffs are barred by the doctrine of unclean hands from asserting any claims or positions inconsistent with Skaugen's rights and remedies under the Judgment, the Preliminary Injunction, Section 33-44-504, and other applicable laws.

COUNTERCLAIMS AND CROSS-CLAIMS

Skaugen, by way of counterclaims against the Plaintiffs, and by way of cross-claims against the other Defendants Judy Tang, aka June Tang, aka Jun Tang ("Judy Tang"), Yuang Tang, and Travel Home 1405, LLC, alleges as follows:

BACKGROUND

1. At all times relevant to this action, Skaugen was a creditor of Geng Min Qiu.
2. Skaugen holds a Judgment against Geng Min Qiu which, with accruing interest, exceeds \$10,000,000. Geng Min Qiu's debt obligations to Skaugen were initially awarded in international arbitration proceedings in Hong Kong.

3. Skaugen subsequently brought a proceeding in the United States District Court for the District of New Jersey, Civil Action Number 3:13-CV-02596(MAS)(DEA), to confirm Skaugen's arbitration awards against Geng Min Qiu.

4. On July 22, 2013, the New Jersey District Court entered its Order confirming Skaugen's arbitration awards against Geng Min Qiu and directing that final judgment (the "Judgment") be entered against Geng Min Qiu in the amount of \$9,644,971.79, together with interest and other charges as further described in the July 22, 2013 Order.

5. Also in its July 22, 2013 Order, the New Jersey District Court awarded Skaugen relief in the form of a Preliminary Injunction against Geng Min Qiu, who is referred to in the Order as the "Respondent", and others (the "Preliminary Injunction"). Specifically, the New Jersey District Court ordered that:

... (i) Respondent, his agents, employees, attorneys, and other persons acting on his behalf are hereby restrained and enjoined from transferring, conveying, selling, encumbering or dissipating, in any manner, any property or assets owned by him or in which he may have an interest; and (ii) the Preliminary Injunction shall act as a lien, mortgage or other encumbrance on the assets of Respondent in the amount of \$9,644,971.79, including but not limited to Respondent's interest in the real property owned, in whole or in part, by Respondent, located at 17 Norton Road, East Brunswick, New Jersey and 8 Drift Street, New Brunswick, New Jersey, and Petitioner [Skaugen] may file the Preliminary Injunction with the secretary of state(s) and/or Clerks of the counties, municipalities, townships, parishes, cities, and/or wherever else the Respondent's property may be located; and (iii) Respondent and his agents, employees, attorneys and other persons acting on his behalf are ordered to render to Petitioner a full and complete accounting of all assets owned by him and/or in which he may have an interest

6. In a subsequent Order to Show Cause filed on August 5, 2013, the New Jersey District Court ordered that the Preliminary Injunction is to be continued through twenty-one days "after appeals in this matter (if any) have been exhausted."

7. By subsequent Order filed on October 25, 2013, the New Jersey District Court ordered, pursuant to 28 U.S.C. Section 1963, that Skaugen be permitted to register the Judgment in any district outside of New Jersey, including but not limited to South Carolina, during the pendency of Geng Min Qiu's appeal of the Judgment. The October 25, 2013 Order noted that Geng Ming Qiu had not posted a supersedeas bond to stay execution of the Judgment pending resolution of his appeal.

8. On November 5, 2013, Skaugen registered the Judgment in the United States District Court for the District of South Carolina, Florence Division. Attached hereto as a composite Exhibit 1, and incorporated herein by reference, are copies of the documents filed by Skaugen in connection with registering the Judgment in the South Carolina District Court. The composite Exhibit 1 includes, without limitation, copies of the New Jersey District Court's orders filed on July 22, August 5, and October 25, 2013.

9. On November 7, 2013, Skaugen registered and enrolled the Judgment in the Horry County Court of Common Pleas. Attached hereto as a composite Exhibit 2, and incorporated herein by reference, are copies of all documents filed by Skaugen in connection with registering the Judgment in this Court including, without limitation, the Transcript of Judgment and a Writ of Execution stamped "Nulla Bona" by the Horry County Sheriff.

10. Skaugen has received no payment from Geng Min Qiu or anyone else in reduction of the Judgment, and the entire amount of the Judgment remains due and owing by Geng Min Qiu to Skaugen. The outstanding balance owed exceeds \$10,000,000, and interest continues to accrue on the Judgment.

PARTIES AND JURISDICTION

11. Skaugen is a corporation organized under the laws of the Republic of Singapore, with its primary place of business in Singapore.

12. Upon information and belief, Geng Min Qiu is a citizen of the People's Republic of China, who is admitted for residency in the United States and who resides in New Jersey and/or New York.

13. Upon information and belief, Gengwu Qiu is a citizen and resident of the People's Republic of China, and is the brother of Geng Min Qiu.

14. Upon information and belief, Judy Tang is a resident of Horry County, South Carolina.

15. Upon information and belief, Yuang Tang is a resident of Horry County, South Carolina, and is the daughter of Judy Tang.

16. The Defendant Travel Home 1405, LLC is a limited liability company organized and existing under the laws of the State of South Carolina. Travel Home 1405, LLC owns the property which is the subject of this action (the "Property"), which is located in Horry County, South Carolina.

17. This Court has jurisdiction of the subject matter and all of the parties to this action.

FOR A FIRST COUNTERCLAIM AGAINST THE PLAINTIFFS AND CROSS-CLAIM AGAINST ALL OTHER DEFENDANTS (ACTUAL FRAUDULENT CONVEYANCE)

18. Skaugen realleges the allegations contained in the foregoing paragraphs as if restated verbatim herein.

19. In 2005, Skaugen, originally named Norgas Carriers Pte Ltd., contracted with shipbuilder Taizhou Wuzhou Ship Industrial Co., Ltd. ("Wuzhou") for the construction of three

oceangoing vessels, respectively bearing Hull Nos. WZL0501, WZL0502, WZL0503, and referred to by the parties as WG#1, WG#2, and WG#3 (the "Vessels"). Zhejiang Changda Import and Export Co., Ltd. ("Changda") – of which, upon information and belief, Geng Min Qiu is or was the majority shareholder and ultimate beneficial owner and legal representative – was hired to act as the agent to handle equipment import, ship export, and other customs formalities.

20. At all times relevant to this action Geng Min Qiu controlled Changda and was its legal representative.

21. With respect to each of the three Vessels, the parties' obligations were set out in various agreements, collectively referred to herein as the "Contracts."

22. Among the contracts was an Agency Agreement between Changda and Skaugen that addressed Changda's responsibilities as import/export agent for each Vessel.

23. As part of each Agency Agreement, Geng Min Qiu executed a personal letter of guarantee (each a "Guarantee"). In each Guarantee, Geng Min Qiu personally guaranteed all the liabilities of Changda relating to the Contracts.

24. The Contracts required Changda to apply for a Value Added Tax ("VAT") refund after delivery of each Vessel. Once Changda received the VAT refund, it was obligated to arrange for those funds to be transferred to Skaugen and Wuzhou pursuant to the terms of the Contracts.

A. Geng Min Qiu Misappropriates Skaugen's Portion of the VAT Refund and Flees China

25. On January 25, 2010, after export and delivery of WG#2, Changda received a VAT refund totaling RMB 25,113,530.92 (approximately USD \$3.7 million). Skaugen was

entitled to approximately USD \$2.1 million (the "Skaugen VAT Refund"), with the remainder due to the shipyard.

26. Changda received the Skaugen VAT Refund as Skaugen's agent and, according to the Agreements, at all times the Skaugen VAT Refund belonged to Skaugen. Nevertheless, Changda failed to transfer the Skaugen VAT Refund to Skaugen.

27. Instead, over the course of several months, Geng Min Qiu misappropriated and thereafter transferred USD \$1,926,935.90, including part of the Skaugen VAT Refund, into a bank account in the United States for his own benefit.

28. The total of these three transfers was approximately USD \$1,926,935.90.

29. Mr. Qiu fled to the United States on or about February 9, 2010.

30. In financial disclosures and, an October 23, 2013, letter to the New Jersey District Court, Geng Min Qiu admitted transferring the USD \$1.9 million into the United States.

31. On July 16, 2010, the Taizhou Public Prosecution Office approved an arrest warrant for Mr. Qiu on charges of "Contract Fraud and Flight of Capital Contribution."

32. As part of Mr. Qiu's plan to appropriate the Skaugen VAT Refund for himself, and obtain other money from Skaugen with respect to WG#3, Changda failed to perform its contractual obligations to Skaugen.

33. Changda intentionally did not assist with customs or other export formalities of WG#3 as required under the Contracts.

34. Because Changda failed to assist with these formalities, WG#3 was forced to lay at anchorage in or around the Taizhou shipyard for a substantial period. As a result, Skaugen incurred significant expenses, including docking fees, crew, fuel, insurance and security costs, maintenance costs, and lost revenue.

**B. Skaugen Commences Arbitrations, and
Geng Min Qiu Engages in Fraudulent Transfers
In Connection with Travel Home 1405**

35. On January 26, 2011, Skaugen instituted Hong Kong arbitration proceedings against Changda over its breaches of its agreements with Skaugen concerning WG#3 (the “WG#3 Changda Arbitration”).

36. On January 18, 2012, Skaugen instituted a Hong Kong arbitration against Changda with respect to its failure to pay over the Skaugen VAT Refund for WG#2. On the same day, Skaugen also commenced proceedings against Geng Min Qiu to personally repay those funds based upon his Guarantee (collectively referred to as the “WG#2 Arbitrations”).

37. The Articles of Organization of Travel Home 1405, LLC were filed with the South Carolina Secretary of State on January 23, 2012. At the time of formation, Geng Min Qiu was a member holding a 90% interest in Travel Home 1405, LLC. Attached hereto as Exhibit 3, and incorporated herein by reference, is a copy of a January 9, 2012 e-mail from Jay Haar, the lawyer who handled the formation of Travel Home 1405, LLC. Exhibit 3, which has been redacted regarding the parties’ Social Security Numbers, clearly evidences Geng Min Qiu’s 90% member interest in Travel Home 1405, LLC.

38. On March 7, 2012, the arbitrator made an award in the WG#3 Proceedings against Changda in the amount of USD \$7,051,117.25 plus interest (the “WG#3 Changda Award”).

39. On April 19, 2012, Skaugen instituted Hong Kong arbitration proceedings to collect on the WG#3 Changda Award against Mr. Qiu personally based on his Guarantee.

C. Geng Min Qiu Purports to Transfer His Interest to Gengwu Qiu

40. By Assignment of Membership Interest dated December 13, 2012, a copy of which is attached hereto as Exhibit 4 and incorporated herein by reference, Geng Min Qiu purported to assign and transfer his 90% interest in Travel Home 1405, LLC (the “90% Interest”)

to his brother, Gengwu Qiu. The purported transfer of Geng Min Qiu's 90% Interest in Travel Home 1405, LLC to Gengwu Qiu is referred to herein as the "Transfer".

41. Also on December 13, 2012, Gengwu Qiu purportedly signed a Proxy appointing Geng Min Qiu as Proxy with full power to vote and act for Gengwu Qiu. A copy of the purported Proxy is attached hereto as Exhibit 5 and incorporated herein by reference.

42. On March 22, 2013, the arbitrator in Hong Kong issued an award against Geng Min Qiu based on his guarantee of Changda's obligations concerning WG#3 (the "WG#3 QGM Award"). The WG#3 QGM Award found Mr. Qiu personally liable, under his personal guarantee, for the amount of the WG#3 Changda Award, and awarded Skaugen USD \$7,051,117.25 plus interest, attorneys fees and arbitration expenses.

43. On April 24, 2013, Skaugen brought a Petition in the United States District Court for the District of New Jersey to confirm the WG#3 QGM Award.

44. On April 25, 2013, the Hong Kong arbitrator issued a separate award against Geng Min Qiu based on his guarantee of Changda's obligations concerning WG#2 (the "WG#2 QGM Award") in the amount of USD \$2,285,278.49 plus interest, attorneys fees and arbitration expenses.

45. On May 29, 2013, Skaugen brought a Supplemental Petition to Confirm Arbitration Award and for Entry of Judgment to confirm the WG#2 QGM Award.

46. On July 22, 2013, the District Court entered the Judgment confirming the WG#2 QGM Award and the WG#3 QGM Award. The amount of the Judgment on the Awards is USD \$9,644,971.79 plus interest and costs.

47. Skaugen is informed and believes that the purported Transfer of Geng Min Qiu's 90% Interest to Gengwu Qiu was made with the actual intent to, and in order to, delay, hinder, or defraud Skaugen, as a creditor of Geng Min Qiu.

48. The purported Transfer of the 90% Interest was not bona fide and was made with actual fraudulent intent, in violation of S.C. Code Section 27-23-10.

49. The Transfer includes numerous indicia or badges of fraud, as recognized by the South Carolina Courts to infer fraud, including, but not limited to, the following:

- a. Lack of consideration for the Transfer;
- b. The family relationship between the Transferor and Transferee;
- c. Secrecy and concealment;
- d. Departure from the normal course of business;
- e. The reservation of benefit to the Transferor; and
- f. Insolvency of the Transferor.

50. The actual intent of the Transferor, Geng Min Qiu, to delay, hinder, or defraud Skaugen, as a creditor of Geng Min Qiu, was shared by, and/or is imputed to, Gengwu Qiu as the Transferee.

51. Geng Min Qiu was indebted to Skaugen at the time of the Transfer, and remains indebted to Skaugen as described in the Judgment.

52. As a result of the purported Transfer of his 90% Interest, Geng Min Qiu has failed to retain sufficient property or assets to pay Skaugen in full.

53. Skaugen has been damaged by the purported Transfer of the 90% Interest, and the Transfer is void pursuant to Section 27-23-10.

54. The other Defendants, Judy Tang, Yuang Tang, and Travel Home 1405, LLC, are made parties to this cause of action to the extent they may claim any rights pertaining to the 90% Interest, which rights, if any, are subject and subordinate to Skaugen's rights and interests.

FOR A SECOND COUNTERCLAIM AGAINST THE PLAINTIFFS AND
CROSS-CLAIM AGAINST THE OTHER DEFENDANTS
(CONSTRUCTIVE FRAUDULENT/VOLUNTARY CONVEYANCE)

55. Skaugen realleges and reiterates the allegations contained in the foregoing paragraphs as if restated verbatim herein.

56. Geng Min Qiu was indebted to Skaugen at the time of the purported Transfer of his 90% Interest to Gengwu Qiu.

57. Upon information and belief, the purported Transfer of the 90% Interest was made for no or nominal consideration and thus was voluntary.

58. As result of the purported Transfer of the 90% Interest, Geng Min Qiu failed to retain sufficient property to pay Skaugen in full.

59. Skaugen has been damaged by the purported Transfer of the 90% Interest, and the Transfer is void pursuant to S.C. Code Section 27-23-10.

60. The other Defendants, Judy Tang, Yuang Tang, and Travel Home 1405, LLC, are made parties to this cause of action to the extent they may claim any rights pertaining to the 90% Interest, which rights, if any, are subject and subordinate to Skaugen's rights and interests.

FOR A THIRD COUNTERCLAIM AGAINST THE PLAINTIFFS AND
CROSS-CLAIM AGAINST THE OTHER DEFENDANTS
(DECLARATORY JUDGMENT)

61. Skaugen realleges and reiterates the allegations contained in the foregoing paragraphs as if restated verbatim herein.

62. Pursuant to the South Carolina Uniform Declaratory Judgments Act, Section 15-53-10 et seq., Skaugen requests a declaratory judgment from the Court determining the claims,

rights, and interests of all of the parties to this action relating to Travel Home 1405, LLC and the subject Property.

63. In addition to declaring that Geng Min Qiu's purported Transfer of his 90% Interest to Gengwu Qiu is void, Skaugen requests that this Court issue a Charging Order and lien in favor of Skaugen on the 90% distributional Interest of Geng Min Qiu pursuant to Section 33-44-504. In addition to ordering that all monies and proceeds relating to the 90% distributional Interest be applied towards Skaugen's Judgment, Skaugen further requests that the Court, pursuant to Section 33-44-504, make all other orders, directions, accounts, and inquiries in favor of Skaugen which Geng Min Qiu might have made and/or which the circumstances may require to give effect to the Charging Order and protect Skaugen's rights and interests.

64. Skaugen requests that this Court further determine and insure that all relief granted to any party in this action is consistent with, and subject to, Skaugen's rights and interests under the Judgment, the Preliminary Injunction, and other applicable laws.

WHEREFORE, Skaugen prays for the following relief:

A. With respect to its claims for Actual Fraudulent Conveyance and Constructive Fraudulent/Voluntary Conveyance, an Order setting aside and voiding the purported Transfer of the 90% Interest, such that the 90% Interest is in the name of Geng Min Qiu;

B. With respect to the claim for Declaratory Judgment, an Order declaring and determining the parties' claims, rights, and interests in Travel Home 1405, LLC and the subject Property, and as further described above; and

C. For such other and further relief as this Court deems just and proper.

Charles P. Summerall, IV, Esq. (S.C. Bar No. 5433)
WOMBLE CARLYLE SANDRIDGE & RICE LLP
5 Exchange Street
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Charleston, SC 29402
Telephone: (843) 722-3400
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csummerall@wcsr.com

ATTORNEYS FOR I.M. SKAUGEN MARINE SERVICES
PTE. LTD.

Bruce G. Paulsen, Esq. (*pro hac vice* application to be submitted)
Jeffrey M. Dine, Esq. (*pro hac vice* application to be submitted)
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New York, New York 10004
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paulsen@sewkis.com
dine@sewkis.com

OF COUNSEL

November ____, 2013

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

GENGWU QIU AND GENG MIN)
QIU AS ATTORNEY IN FACT,)

CASE NO.: 2013-CP-26-4589

Plaintiffs,

vs.

CERTIFICATE OF SERVICE

JUDY TANG a/k/a JUNE TANG,)
a/k/a JUN TANG, YUANG TANG,)
TRAVEL HOME 1405, LLC,)

Defendants.

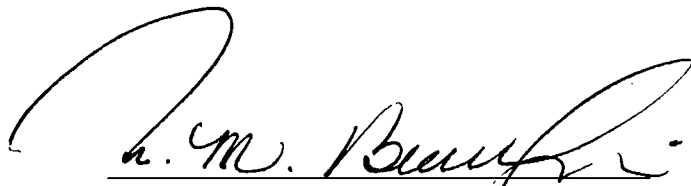
FILED
CLERK OF COURT
2013 NOV 14 AM 10:26
JANIE HUGGINS-WARD

I do hereby certify that on the 14th day of November, 2013, I served a copy of the within *Notice of Motion and Motion to Intervene, Memorandum in Support and Exhibits* on the following parties in the within entitled matter by sending a copy of the same via United States First Class Mail addressed to:

James L. Hills
4701 Oleander Drive
Myrtle Beach, SC 29577-5762

Gene M. Connell, Jr.
P.O. Drawer 14547
Surfside Beach, SC 29587

C. Nicholas Diez
1341 44th Avenue North, Suite 103
Myrtle Beach, SC 29577



Nicole M. Beaulieu, Paralegal to
Charles P. Summerall, IV, Esq.
WOMBLE CARLYLE SANDRIDGE & RICE
5 Exchange Street (29401)
P.O. Box 999
Charleston, SC 29402
Ph. (843) 722-3400
Facsimile: (843) 723-7398
ATTORNEYS FOR I.M. SKAUGEN
MARINE SERVICES PTE. LTD

Civil and Miscellaneous Initial Pleadings

3:13-av-99999-CIV Plaintiff v. Defendant

U.S. District Court

District of South Carolina

Notice of Electronic Filing

The following transaction was entered by Summerall, Charles on 11/5/2013 at 1:15 PM EST and filed on 11/5/2013

Case Name: Plaintiff v. Defendant

Case Number: 3:13-av-99999-CIV

Filer:

Document Number: 1964

Docket Text:

**REGISTRATION of Foreign Judgment. (Filing fee \$ 46 receipt number 0420-5023206).
(Attachments: # (1) Exhibit July 19, 2013 Order, # (2) Exhibit August 2, 2013 Order)
Summerall, Charles)**

3:13-av-99999-CIV Notice has been electronically mailed to:

3:13-av-99999-CIV Notice will not be electronically mailed to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1091130295 [Date=11/5/2013] [FileNumber=5846237-0]
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88fb4d3e2cb3bf52e3be07f7a2be41ace1a92caa0a6396a0a4f5c70b85004]]

Document description:Exhibit July 19, 2013 Order

Original filename:n/a

Electronic document Stamp:

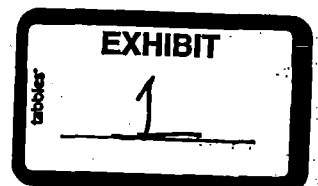
[STAMP dcecfStamp_ID=1091130295 [Date=11/5/2013] [FileNumber=5846237-1]
] [b35fbedad0770a9f06a50c8e7bc9841c00c5ca260dff5b0d629c174b8506b4cf977
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Document description:Exhibit August 2, 2013 Order

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1091130295 [Date=11/5/2013] [FileNumber=5846237-2]
] [64b1ccf58cc21c2ac74872a0c84327e870b6ebd6c49bb5776cf32dd80a34f3cde4c
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AO 451 (Rev. 01/09) Clerk's Certification of a Judgment to be Registered in Another District

UNITED STATES DISTRICT COURT

for the

District of New Jersey

I.M. SKAUGEN MARINE SERVICES PTE. LTD.

Plaintiff

v.

QIU GENGMIN

Defendant

Civil Action No. 13-2596

CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT

I certify that the attached judgment is a copy of a judgment entered by this court on (date) 7/19/13 & 8/2/13

I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending.

Date: 10/29/2013

WILLIAM T. WALSH

CLERK OF COURT

Beth Conner
Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IM. SKAUGEN MARINE SERVICES PTE.
LTD.,

Petitioner,

v.

QIU GENGMIN,

Respondent.

Civil Action No. 13-2596 (MAS) (DEA)

ORDER

On April 24, 2013, Petitioner, I.M. Skaugen Marine Services Pte. Ltd. ("Petitioner"), brought its Petition to Confirm Arbitration Award and for Entry of Judgment (ECF No. 1) (the "Petition"), with respect to an arbitration award duly executed on March 22, 2013 (the "Award"), in favor of Petitioner against Respondent Qiu Gengmin ("Respondent"). In connection with the Petition, on April 24, 2013, Petitioner moved by Order to Show Cause for preliminary injunctive relief against Respondent pursuant to Federal Rule of Civil Procedure ("Rule") 65 (ECF No. 2) (the "Preliminary Injunction" motion) to prevent Respondent from transferring any assets, and sought emergency temporary relief in connection therewith.

On April 24, 2013, this Court entered the Order to Show Cause (ECF No. 6), granting Petitioner's request for emergency temporary injunctive relief, and set a return date for May 8, 2013, which the Court subsequently adjourned to July 1, 2013. On May 16, 2013, Respondent opposed the Petition by way of Affidavit Statement (ECF Nos. 20-22), and moved for "Rule 12(b) Summary Dismissal" of the Petition and the request for Preliminary Injunction. (ECF No. 20) ("Purported Dismissal Motion").

On May 16, 2013, Respondent brought a Rule 12(f) Motion to Strike (ECF No. 23) (the "Motion to Strike") with respect to certain exhibits attached to the Certification of Yongnan Tong in Support of Petitioner's Motion for Confirmation and Attachment (ECF No. 3), Petitioner filed its

papers in opposition on May 29, 2013 (ECF No. 29), and Respondent filed its reply papers on June 12, 2013. (ECF No. 33.)

On May 29, 2013, Petitioner filed a combined memorandum of law in further support of its Petition and motion for a Preliminary Injunction, and in opposition to the Purported Dismissal Motion. (ECF No. 30.) On May 29, 2013, Petitioner also filed its Supplemental Petition to Confirm Arbitration Award and for Entry of Judgment (ECF No. 27-13) (the "Supplemental Petition") with respect to an arbitration award duly executed on April 25, 2013 (the "Second Award") in favor of Petitioner against Respondent, to which Respondent filed papers in opposition on June 17, 2013. (ECF No. 36.)

On June 17, 2013, Respondent moved to vacate the Award and the Second Award (the "Motion to Vacate"). (ECF No. 37.) Petitioner filed its combined reply papers in further support of the Second Petition and in response to the Purported Motion to Vacate on June 24, 2013 (ECF No. 46.). On June 30, 2013, Respondent filed an Answer and asserted counterclaims against Petitioner with respect to the Petition (ECF No. 47) (the "Counterclaims"). This Court heard oral argument on July 1, 2013.

On July 10, 2013, Respondent filed a Motion for Reconsideration and moved to vacate the Court's decisions regarding the Petition, Supplemental Petition, Preliminary Injunction, Respondent's Motion to Strike, and Respondent's "Rule 26 Motion." Despite Respondent's improper filing, requiring termination of the Motion for Reconsideration by the Clerk's Office, this Court has considered the merits of the Motion.

Having reviewed and considered the Parties' submissions, oral arguments, and for other good cause having been shown,

IT IS on this 19th day of July 2013, ORDERED that:

1. The Petition is granted (i) confirming the Award duly executed on March 22, 2013, for the full amount contained therein; and (ii) the Clerk is hereby directed to enter


final judgment in the amount of USD \$7,086,465.60, plus daily interest of \$1,545.46 calculated from April 6, 2012, until the date of payment; and

2. The Supplemental Petition is granted (i) confirming the Second Award duly executed on April 25, 2013, for the full amount contained therein; and (ii) the Clerk is hereby directed to enter final judgment in the amount of USD \$2,558,506.19, plus daily interest of \$438.27 calculated from January 26, 2010, until the date of final payment; and
3. The Preliminary Injunction is granted and continued for 21 days from the date of entry of this judgment against Respondent and (i) Respondent, his agents, employees, attorneys, and other persons acting on his behalf are hereby restrained and enjoined from transferring, conveying, selling, encumbering or dissipating, in any manner, any property or assets owned by him or in which he may have an interest; and (ii) the Preliminary Injunction shall act as a lien, mortgage or other encumbrance on the assets of Respondent in the amount of \$9,644,971.79, including but not limited to Respondent's interest in the real property owned, in whole or in part, by Respondent, located at 17 Norton Road, East Brunswick, New Jersey and 8 Drift Street, New Brunswick, New Jersey, and Petitioner may file the Preliminary Injunction with the secretary of state(s) and/or Clerks of the counties, municipalities, townships, parishes, cities, and/or wherever else the Respondent's property may be located; and (iii) Respondent and his agents, employees, attorneys and other persons acting on his behalf are ordered to render to Petitioner a full and complete accounting of all assets owned by him and/or in which he may have an interest within 14 days of the entry of this Order; and

4. Respondent's Dismissal Motion, Motion to Strike, Rule 26 Motion and Motion to Vacate, to the extent they have been properly made, are DENIED in full; and
5. Respondent's Counterclaims are dismissed with prejudice as moot.
6. Respondent's Motion to Stay is DENIED in PART and GRANTED in PART. The Court DENIES Respondent's Motion to Stay pending appeal as to the preliminary injunction, pursuant to Rule 62(c), and GRANTS Respondent's Motion to Stay as to the execution of the judgments regarding the Petition and Supplemental Petition to Confirm Arbitration Award, pursuant to Rule 62(d). The Court also WAIVES the supersedeas bond requirement for Respondent, given the preliminary injunction. *See Montalvo v. Larchmont Farms, Inc.*, No. 06-2704 (RBK), 2011 WL 6303247, at *1 (D.N.J. Dec. 15, 2011) (stating that the Court has discretion to waive the Rule 62(d) bond requirement "where there exists an alternative means of securing the judgment"). Finally, Respondent's Motion to Stay as to the order to render to Petitioner an accounting of assets is DENIED.


MICHAEL A. SHIFF
UNITED STATES DISTRICT JUDGE

4

HEREBY CERTIFY that the above and foregoing is a true and correct copy of the original on file in my office.
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
WILLIAM F. WALSH, CLERK
By: 
Deputy Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LM. SKAUGEN MARINE SERVICES PTE.
LTD.,

Petitioner,

v.

QIU GENGMIN,

Respondent.

Civil Action No. 13-2596 (MAS) (DEA)

ORDER TO SHOW CAUSE

This matter comes before the Court upon correspondence filed by Petitioner LM. Skaugen Marine Services Pte. Ltd. ("Petitioner"). (ECF Nos. 55-56.) Petitioner's correspondence raised three issues: (1) a request that the Court extend the Preliminary Injunction included in the July 22, 2013 Order (ECF No. 54) to include a period of 21 days after any appeals have been exhausted and final judgment entered; (2) a request that the Court require a supersedeas bond of the Respondent; and (3) an allegation that Respondent has allegedly transferred assets in violation of the April 25, 2013 temporary restraining order (ECF No. 6).

Having heard and considered the Parties' oral arguments by telephone, relevant submissions and for other good cause having been shown,


IT IS on this 2nd day of August 2013, ORDERED that:

1. The Parties and counsel, including Mr. Fong Joe Hou, Esq., and Respondent Mr. Qiu Gengmin, shall appear on Wednesday, August 7, 2013 at 11:30 a.m. before the Court to determine the necessity and potential amount of a supersedeas bond and to show cause as to why contempt or other appropriate sanctions should not be ordered. Submissions from each party shall be filed by August 5, 2013 by 5:00 p.m.

Case 3:13-cv-02596-MAS-DEA Document 58 Filed 08/05/13 Page 2 of 2 PageID: 1518

2. The July 22, 2013 Order is amended as follows: The Preliminary Injunction is to be continued through 21 days after any final judgment is entered after appeals in this matter (if any) have been exhausted.


MICHAEL A. SHIPP
UNITED STATES DISTRICT JUDGE

I HEREBY CERTIFY that the above and
forgoing is a true and correct copy
of the original on file in my office.
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
WILLIAM J. WALSH, CLERK
By 
Deputy Clerk

Other Documents

4:13-mc-00433-CIV IM Skaugen Marine Services PTE LTD v. Gengmin CASE CLOSED on 11/05/2013

CLOSED

U.S. District Court

District of South Carolina

Notice of Electronic Filing

The following transaction was entered by Summerall, Charles on 11/5/2013 at 3:32 PM EST and filed on 11/5/2013

Case Name: IM Skaugen Marine Services PTE LTD v. Gengmin

Case Number: 4:13-mc-00433-CIV

Filer:

WARNING: CASE CLOSED on 11/05/2013

Document Number: 3

Docket Text:

Additional Attachments to Main Document [1] Registration of Foreign Judgment. First attachment description: Notice of Filing Additional Documents . (Attachments: # (1) Exhibit)(Summerall, Charles)

4:13-mc-00433-CIV Notice has been electronically mailed to:

Charles Pelot Summerall , IV csummerall@wcsr.com, nbeaulieu@wcsr.com

4:13-mc-00433-CIV Notice will not be electronically mailed to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1091130295 [Date=11/5/2013] [FileNumber=5846749-0] [6083be6d0dfc9f36eca8f864afe0feb5094b58b04c8fc7c4288868bd32f6a0986b3a86ef9038ecbc7db80943ba6ed5517210ded7706b8e168b0f3c0e69361bd]]

Document description:Exhibit

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1091130295 [Date=11/5/2013] [FileNumber=5846749-1] [b8b03188594cde408db024b132d5eac9946942d032d36d4acff0c24fec1b2d2e747dd4777c853bafa255ce3a465bb837d9819e24548386d01bbe8533670d5384]]

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

I.M. SKAUGEN MARINE SERVICES
PTE. LTD.,

Petitioner,

v.

QIU GENGMIN,

Respondent.

Civil Action No. 4:13-mc-00433-cv

Notice of Filing of Additional Documents

Relating to Registration of Foreign Judgment

Attached hereto are the Certification of Kristoffer S. Burfitt, Esq. and the Exemplification Certificate with attached Order dated October 25, 2013, which are being filed herewith.

Dated: November 5, 2013

/s/ Charles P. Summerall IV
Charles P. Summerall, IV, Esq.
District Court I.D. No. 4385
WOMBLE CARLYLE SANDRIDGE & RICE
5 Exchange Street (29401)
P.O. Box 999
Charleston, SC 29402
Ph. (843) 722-3400
Facsimile: (843) 723-7398

ATTORNEYS FOR I.M. SKAUGEN
MARINE SERVICES PTE. LTD

McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP

1300 Mount Kemble Avenue

P.O. Box 2075

Morristown, New Jersey 07962

(973) 993-8100

Attorneys for Petitioner

I.M. Skaugen Marine Services Pte, Ltd.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**I.M. SKAUGEN MARINE SERVICES PTE.
LTD.,**

Petitioner,

vs.

QIU GENGMIN,

Respondent.

Civil Action No.: 13-cv-2596 (MAS/DEA)

**CERTIFICATION OF
KRISTOFFER S. BURFITT, ESQ.**

I, Kristoffer S. Burfitt, Esq., of full age, hereby certify as follows:

1. I am an associate with the law firm of McElroy, Deutsch, Mulvaney & Carpenter, LLP, attorneys for petitioner, I.M. Skaugen Marine Services Pte., Ltd. ("Skaugen"). I am one of the attorneys responsible for handling this matter; as such, I am fully familiar with the facts set forth in this certification.

2. On April 24, 2013, Skaugen filed a Notice of Petition to confirm an international arbitration award entered in its favor and against respondent, Qiu Gengmin ("Respondent").

3. On May 29, 2013, Skaugen filed a Notice of Supplemental Petition to confirm a second international arbitration award entered in its favor against Respondent.

4. On July 19, 2013, the Honorable Michael A. Shipp, U.S.D.J. granted both of Skaugen's petitions and entered judgment in Skaugen's favor and against Respondent in the amount of \$9,644,971.79, plus interest. The July 19, 2013, Order also included a Preliminary Injunction and lien that extended for 21 days following execution of the Order. The July 19,

2013, Order was posted on the District Court's ECF system on July 22, 2013, and is sometimes referred to by the Court as the July 22, 2013, Order.

5. On August 2, 2013, Judge Shipp amended the July 19, 2013, Order by extending the Preliminary Injunction to last until 21 days after any final judgment is entered after all appeals in this matter have been exhausted.

6. Respondent filed his appeal of Judge Shipp's decisions with the United States Court of Appeals for the Third Circuit on August 16, 2013.

7. On October 25, 2013, Judge Shipp signed an Order pursuant to 28 U.S.C. § 1963 permitting registration of the July 22, 2013, judgments in any district outside of New Jersey, including, but not limited to, the Districts of South Carolina and Massachusetts.

8. On October 29, 2013, I spoke with the Clerk's office in the District of New Jersey and requested that they execute an amended Form AO 451 that would reflect that (1) an appeal was pending before the Third Circuit, but (2) due to Judge Shipp's October 25, 2013, Order, the July 22, 2013, judgments could nevertheless be registered in any district outside of New Jersey.

9. The Clerk's office informed me that, due to Judge Shipp's October 25, 2013, Order, they would execute the Form AO 451 as-is, without alteration.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: November 4, 2013



Kristoffer S. Burfitt

AO 132 (Rev. 12/03) Exemplification Certificate

UNITED STATES DISTRICT COURT

For the

District of

New Jersey

EXEMPLIFICATION CERTIFICATE

I, William T. Walsh, Clerk of this United States District Court, keeper of the records and seal, certify that the attached documents:
ORDER TO REGISTER JUDGMENT IN ANOTHER DISTRICT
CIVIL ACTION NO. 13-2596

are true copies of records of this Court.

In testimony whereof I sign my name and affix the seal of this Court, in this District, at
Trenton on 10/28/2013

City
WILLIAM T. WALSH

Clerk

Jawaria Campbell
(By) Deputy Clerk

I, Michael A. Shipp, U.S.D.J., a Judicial Officer of this Court, certify that William T. Walsh, named above, is and was on the date noted, Clerk of this Court, duly appointed and sworn, and keeper of the records and seal, and that this certificate, and the attestation of the record, are in accordance with the laws of the United States.

10/28/2013
Date

M A Shipp
Signature of Judge

Michael A. Shipp, U.S.D.J.
Title

I, William T. Walsh, Clerk of this United States District Court, keeper of the seal, certify that the Honorable Michael A. Shipp, U.S.D.J.,
Judge
named above, is and was on the date noted a Judicial Officer of this Court, duly appointed, sworn and qualified, and that I am well acquainted with the Judge's official signature and know and certify the above signature to be that of the Judge.

In testimony whereof I sign my name, and affix the seal of this Court at
Trenton in this State, on 10/28/2013

City
WILLIAM T. WALSH

Clerk

Jawaria Campbell
(By) Deputy Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

I.M. SKAUGEN MARINE SERVICES
PTE. LTD.,

Petitioner,

v.

QIU GENGMIN,

Respondent.

Civil Action No. 13-2596 (MAS) (DEA)

ORDER

On July 22, 2013, this Court entered Judgments in favor of Petitioner I.M. Skaugen Marine Services Pte. Ltd. ("Skaugen"), and against Respondent Qui Gengmin ("Respondent"), in the sum of \$9,644,971.79, plus post-judgment interest. Respondent's appeal of the Judgments is currently pending before the Court of Appeals for the Third Circuit. This Court ordered Respondent to post a supersedeas bond of \$1,926,935.90 to stay execution of the Judgments pending resolution of his appeal. Respondent has not posted the bond.

Skaugen now seeks an Order pursuant to 28 U.S.C. § 1963 permitting registration of the July 22, 2013 Judgments in districts outside of New Jersey during the pendency of Respondent's appeal.

Accordingly, good cause having been shown,

IT IS on this 23rd day of October 2013, ORDERED that:

1. Skaugen may register this Court's July 22, 2013 Judgment in any district outside of New Jersey, including but not limited to the Districts of South Carolina and Massachusetts.
2. Skaugen shall serve a copy of this Order on all Parties within 7 days of filing.

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of the original on file in my office.
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
WILLIAM T. WALSH, CLERK
By [Signature]
Deputy Clerk

[Signature]
MICHAEL A. SUTT
UNITED STATES DISTRICT JUDGE

Service of Process:

4:13-mc-00433-CIV IM Skaugen Marine Services PTE LTD v. Gengmin CASE CLOSED on 11/05/2013

CLOSED

U.S. District Court

District of South Carolina

Notice of Electronic Filing

The following transaction was entered by Summerall, Charles on 11/6/2013 at 2:58 PM EST and filed on 11/6/2013

Case Name: IM Skaugen Marine Services PTE LTD v. Gengmin

Case Number: 4:13-mc-00433-CIV

Filer: IM Skaugen Marine Services PTE LTD

WARNING: CASE CLOSED on 11/05/2013

Document Number: 4

Docket Text:

CERTIFICATE OF SERVICE by IM Skaugen Marine Services PTE LTD re [1] Registration of Foreign Judgment, [3] Additional Attachments to Main Document, (Summerall, Charles)

4:13-mc-00433-CIV Notice has been electronically mailed to:

Charles Pelot Summerall , IV csummerall@wcsr.com, nbeaulieu@wcsr.com

4:13-mc-00433-CIV Notice will not be electronically mailed to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1091130295 [Date=11/6/2013] [FileNumber=5848187-0]
] [ae31d742725510a49f7bd73adfe98a6e6679253e430ecde9e8ca6af641ad7ba295e
d1ff4050569daf6601bbadb986877152c2ad75ff89901af666257ae07b5bd]]

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

I.M. SKAUGEN MARINE SERVICES
PTE. LTD.,

Petitioner,

v.

QIU GENGMIN,

Respondent.

Civil Action No. 4:13-mc-00433-cv

I do hereby certify that on the 6th day of November, 2013, I served a copy of the within *Clerk's Certification of a Judgment to be Registered in Another District and the Notice of Filing Additional Documents Relating to Registration of Foreign Judgment* on the Respondent, Qiu Gengmin in the within entitled matter by sending a copy of the same by United States First Class Mail and Certified Mail Return Receipt Requested addressed to:

Qiu Gengmin
17 Norton Road
East Brunswick, NJ 08816

Dated: November 6, 2013

By: /s/ Charles P. Summerall, IV
Charles P. Summerall, IV, Esq.
District Court I.D. No. 4385
WOMBLE CARLYLE SANDRIDGE & RICE
5 Exchange Street (29401)
P.O. Box 999
Charleston, SC 29402
Ph. (843) 722-3400
Facsimile: (843) 723-7398

ATTORNEYS FOR I.M. SKAUGEN
MARINE SERVICES PTE. LTD

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

I.M. Skaugen Marine Services Pte. Ltd.,

Plaintiff(s)

vs.

Qiu Gengmin a/k/a/ Gengmin Qiu a/k/a Geng
Min Qiu,

Defendant(s)

Submitted By: Charles P. Summerall, IV
Address: P.O. Box 999, Charleston, SC 29402-0999

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2013-CP - 26- 7425

SC Bar #: 5433
Telephone #: 843-722-3400
Fax #: 843-723-7398
Other:
E-mail: csummerall@wcsr.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

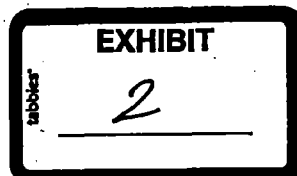
- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> Employment (120)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Other (199) | <input type="checkbox"/> Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
<input type="checkbox"/> Previous Notice of Intent Case #
20 ____-CP-_____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | <input type="checkbox"/> Torts - Personal Injury
<input type="checkbox"/> Assault/Slander/Libel (300)
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Other (399) | <input type="checkbox"/> Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| <input type="checkbox"/> Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | <input type="checkbox"/> Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) | <input type="checkbox"/> Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input checked="" type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Other (799) | <input type="checkbox"/> Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) |
| <input type="checkbox"/> Special/Complex/Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) | <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature:

Charles P. Summerall IV

Date: November 7, 2013

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.



TRANSCRIPT OF JUDGMENT

UNITED STATES DISTRICT COURT
for the
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

I.M. Skaugen Marine Services PTE. Ltd.,)
)
Petitioner,)
)
v.)
)
Qiu Gengmin,)
)
Respondent.)

Civil Action No. 4:13-mc-00433-CIV

2013 CP 26 7425

FILED
JULY COUNTY
2013 NOV -7 AM 10:20
JELANIE HUGGINS-WARD
CLERK OF COURT

Names of parties against whom judgment has been obtained and their attorney(s):

Qiu Gengmin a/k/a Gengmin Qiu a/k/a Geng Min Qiu

Names of parties in whose favor judgment has been obtained and their attorney(s):

I.M. Skaugen Marine Services PTE. Ltd.

Charles P. Summerall, IV
Womble Carlyle Sandridge & Rice, LLP
P.O. Box 999
Charleston, SC 29402-0999
(843) 722-3400

Counsel of Record

JUDGMENT OF COSTS

Amount of Judgment *(a)	\$7,086,465.60 plus interest of	\$ 9,644,971.79*
Costs	\$1,545.46 per day from 4/6/12 and	\$
Interest	(b) \$2,558,506.19 plus interest of	\$
TOTAL	\$438.27 per day from 1/26/10	\$ 9,644,971.79*
Entered on the 22 nd day of July, 2013.		

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

I.M. Skaugen Marine Services Pte.
Ltd.,

Petitioner/ Judgment Creditor,

vs.

Qiu Gengmin a/k/a Gengmin Qiu a/k/a/
Geng Min Qiu,

Respondent/ Judgment Debtor.

IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-26-

7425

**WRIT OF EXECUTION ON
JUDGMENT**

Date Judgment filed: July 22, 2013

Date Transcript of Judgment filed:

November 7, 2013

Amount of Judgment: \$9,644,971.79
(plus interest)

HORRY COUNTY
13 NOV -7 PM 10:35
MELANIE HUGGINS-WARD
CLERK OF COURT

TO THE SHERIFF OF HORRY COUNTY:

Judgment was entered on July 22, 2013 against Qiu Gengmin, a/k/a Gengmin Qiu a/k/a Geng Min Qiu (the "**Judgment Debtor**"), in favor of I.M. Skaugen Marine Services Pte. Ltd. ("**Skaugen**") in the amount set forth above, together with interest and any other amounts accruing pursuant to the Judgment, and a Transcript of the Judgment has been entered in the Judgment Roll filed in the Office of the Clerk of Court for the County of Horry. A true and correct copy of the Transcript of Judgment filed with the Horry County Clerk of Court is attached hereto as **Exhibit "A"** (the "**Judgment**").

Therefore, we request that you satisfy the amount of the Judgment owed out of the personal property of the said Judgment Debtor within Horry County, or if sufficient personal property cannot be found, then out of the real property in Horry County belonging to the Judgment Debtor on the day when the judgment was docketed in Horry County or at any time thereafter in whomsoever's possession it may be, and return this Execution according to law to the Clerk of Court of Horry County.

WOMBLE CARLYLE SANDRIDGE & RICE LLP

Charles P. Summerall IV

Charles P. Summerall, IV (S.C. Bar No. 5433)

5 Exchange Street

P.O. Box 999

Charleston, SC 29402

(843) 722-3400

ATTORNEYS FOR I.M. SKAUGEN MARINE
SERVICES PTE. LTD.

ATTESTED BY:

Melanie Huggins-Ward

Horry County Clerk of Court

This 7th day of November, 2013

NOV -7 AM 10:32

MURRAY COUNTY
SHERIFF'S OFFICE

Returned Nulla Bona per Plaintiff's Attorney's request.

Christopher R. Plankton 11/7/13

Deputy

Date

TRANSCRIPT OF JUDGMENT

UNITED STATES DISTRICT COURT
for the
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

I.M. Skaugen Marine Services PTE. Ltd.,)
)
Petitioner,)
)
v.)
)
Qiu Gengmin,)
)
Respondent.)

Civil Action No. 4:13-mc-00433-CIV

2013 CP 26 7425

FILED
CLERK OF COURT
2013 NOV -7 AM 10:20
MELANIE HUGGINS-WARD

Names of parties against whom judgment has been obtained and their attorney(s):

Qiu Gengmin a/k/a Gengmin Qiu a/k/a Geng Min Qiu

Names of parties in whose favor judgment has been obtained and their attorney(s):

I.M. Skaugen Marine Services PTE. Ltd.

Charles P. Summerall, IV
Womble Carlyle Sandridge & Rice, LLP
P.O. Box 999
Charleston, SC 29402-0999
(843) 722-3400

Counsel of Record

JUDGMENT OF COSTS

Amount of Judgment *(a) \$7,086,465.60 plus interest of	\$ 9,644,971.79*
Costs \$1,545.46 per day from 4/6/12 and	\$
Interest (b) \$2,558,506.19 plus interest of	\$
TOTAL \$438.27 per day from 1/26/10	\$ 9,644,971.79*

Entered on the 22nd day of July, 2013.

EXHIBIT

A

I certify that the foregoing is a correct Transcript of Judgment entered in the above case.

ROBIN L. BLUME, CLERK


Deputy Clerk

Charleston, South Carolina
November 6, 2013

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

I.M. Skaugen Marine Services Pte.
Ltd.,

Petitioner/ Judgment Creditor,

vs.

Qiu Gengmin a/k/a Gengmin Qiu a/k/a/
Geng Min Qiu,

Respondent/ Judgment Debtor.

) IN THE COURT OF COMMON PLEAS

) CASE NO. 2013-CP-26-

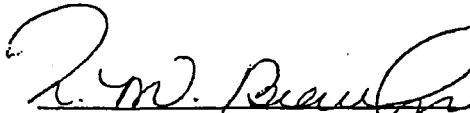
7425

CERTIFICATE OF SERVICE

I do hereby certify that on the 7th day of November, 2013, I served a copy of the within *Civil Action Cover Sheet, Writ of Execution on Judgment, and the Transcript of Judgment* on the Respondent, Qiu Gengmin in the within entitled matter by sending a copy of the same via United States First Class Mail and Certified Mail Return Receipt Requested addressed to:

Qiu Gengmin
17 Norton Road
East Brunswick, NJ 08816

Dated: November 7, 2013


Nicole M. Beaulieu, Paralegal to
Charles P. Summerall, IV, Esq.
WOMBLE CARLYLE SANDRIDGE & RICE
5 Exchange Street (29401)
P.O. Box 999
Charleston, SC 29402
Ph. (843) 722-3400
Facsimile: (843) 723-7398
ATTORNEYS FOR I.M. SKAUGEN
MARINE SERVICES PTE. LTD

FILED
HORRY COUNTY
2013 NOV - 7 AM 10:20
MELANIE HUGGINS-WARD
CLERK OF COURT

Linda Jackson

From: Jay Haar
Sent: Monday, January 09, 2012 1:57 PM
To: Linda Jackson
Subject: new TravelHome LLC

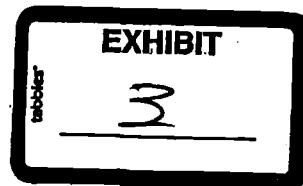
Here are the members and their percentages:

Tang, Jun	SS#	REDACTED 7314	1% Shares
Qiu, geng min	SS#	REDACTED 1043	90% Shares
Tang, Yuan	SS#	REDACTED 1294	9% Shares

H. Jay Haar
Bryan and Haar
P.O. Box 14860
Surfside Beach, SC 29587
843-238-3461, extension 23
843-238-5121 (fax)

NOTICE: The information contained in this electronic mail transmission is intended by Bryan & Haar, Attorneys at Law for the use of the named individual or entity to which it is directed and may contain information that is privileged, confidential, and exempt from disclosure and applicable law. It is not intended for transmission to, or receipt by, anyone other than the named addressee (or a person authorized to deliver it to the named person). It should not be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, please delete it from your system without reading, copying, or forwarding it, and notify the sender of the error by reply email or by calling (843) 238-3461, so that our address record can be corrected.

Qiu, Gengmin



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ASSIGNMENT OF MEMBERSHIP
INTEREST

KNOW ALL MEN BY THESE PRESENTS, that Geng Min Qiu, hereinafter known as "Assignor", for value received, does hereby assign, set over and transfer to Gengwu Qiu, hereinafter known as "Assignee", all of Assignor's membership interest in TravelHome 1405, LLC, the same being a ninety percent (90%) interest.

Witness my hand and seal this 13th day of December, 2012.


Geng Min Qiu

EXHIBIT

4